

Appendix F. Aviation System Analysis



AVIATION SYSTEM ANALYSIS
FOR NAKNEK CROSSING INTERMODAL
AND AIRPORT USE STUDY
NAKNEK, ALASKA

ENGINEERING



PLANNING



SURVEYING

**AVIATION SYSTEM ANALYSIS
FOR NAKNEK CROSSING INTERMODAL
AND AIRPORT USE STUDY
NAKNEK, ALASKA**

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1.0 SUMMARY

The Alaska Department of Transportation and Public Facilities (ADOT&PF) Southwest Alaska Transportation Plan stresses the importance of recognizing the relationships between regional transportation facilities so that the most efficient, economical, and safe facilities can be developed and maintained in the region. This study looks at the effects of building a bridge across the Naknek River on airport facility needs at the King Salmon, Naknek and South Naknek Airports.

Chapters 2 and 3 of this report describe the airports, their aviation activity, and future capital improvements. Chapter 4 discusses airport costs and revenues. Chapter 5 presents airport traffic levels, existing forecasts, and a proposed forecast of aviation activity for each airport.

Chapter 6 presents airport options associated with building and not building a bridge across the Naknek River. Options under Scenario A – Aviation Only Improvements address airport options associated with not building a bridge and Scenario B – Bridge and Aviation Improvements addresses airport options associated with building a bridge. Chapter 7 discusses the operating and capital costs associated with those scenarios/options.

The scenarios and options are listed below.

Scenario A – Aviation Only Improvements

Option A1. Keep all three Airports Open

Option A2. Close Naknek Airport

Scenario B – Bridge and Aviation Improvements

Option B1. Keep all three Airports Open

Option B2. Close Naknek Airport

Option B3. Close South Naknek Airport

Option B4. Close Naknek and South Naknek Airports

Option B5. Bristol Bay Borough Operates Naknek and South Naknek Airports

Option B6. Close Naknek Airport and Borough Operates South Naknek Airport

Operating and capital costs of the above scenarios are also shown in tables in Chapter 7 of this report. The following table shows the considerable amount of annual operating costs and future capital costs associated with continuing to operate all three airports. This study shows how some of these costs might be reduced through closure of airport facilities following construction of a bridge. This information will be used in other studies to complete an overall assessment of costs and benefits of building or not building a bridge.

Table 1: Existing Cost Data from ADOT&PF and Master Plans

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$19,964,300	\$9,985,000	\$9,640,000
Naknek	\$29,962	\$ 9,683,000	\$6,320,000	\$4,944,000
South Naknek	\$19,806	\$ 2,260,000	\$1,000,000	\$ 650,000

2.0 REGIONAL TRANSPORTATION OVERVIEW

Naknek, South Naknek, and King Salmon are located in the Bristol Bay Borough, as shown in Figure 1. King Salmon and Naknek are on the north side of the Naknek River, and South Naknek is on the south bank. There is a large Regional airport in King Salmon, and Local airports in Naknek and South Naknek. Other than Noluck Road, a 15.5 mile road connecting King Salmon and Naknek, all transportation in the area is by air, water, or ice road.

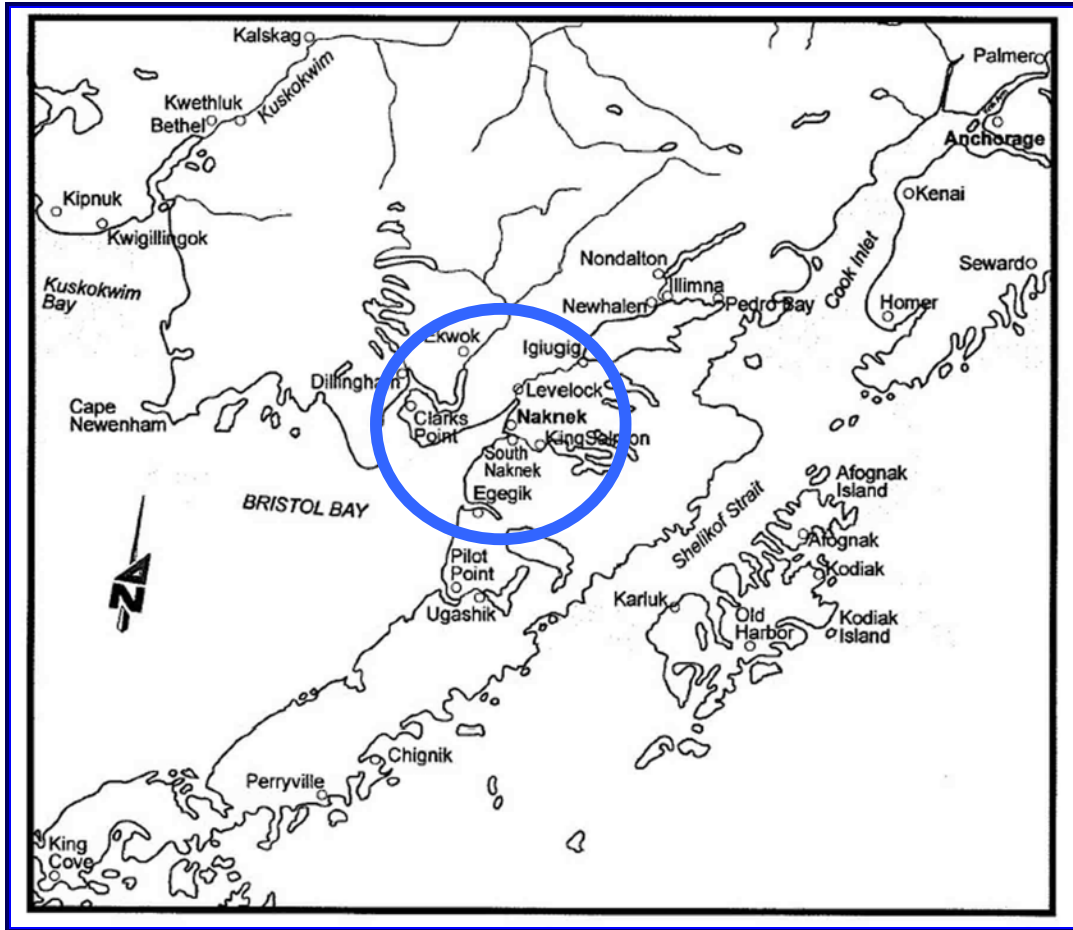


Figure 1: Bristol Bay Area Map

Naknek is the economic center of the Borough. Naknek has the regional high school, and has become the hub of the area fish industry. A busy dock, a regional medical center, Borough offices, and service businesses, such as restaurants and grocery stores are centered in Naknek. King Salmon's population has declined since the 1995 closure of the Air Force Base there.

The economy of the Bristol Bay Borough has suffered in recent years with the decline in fisheries, and most fish processors have concentrated their remaining infrastructure to the north (Naknek) side of the River because of the connectivity with road and air service, and subsequent availability of local services. Now there are fewer job opportunities in South Naknek, and most government services are duplicated on both sides of the River, though they are separated only by a mile of water.

Statewide, planning for transportation improvements presents unique challenges because of a decline in State budget revenues and an associated decrease in available *maintenance and operations* funds. At the same time, Federal appropriations for *capital projects* are higher than in the past, for both roads and aviation facilities. The influence of these budgetary trends is to plan to build the most efficient infrastructure that costs less to maintain. In the Bristol Bay Borough, ADOT&PF has identified significant capital improvements for all three airports. Currently, there is a duplication of airport services in King Salmon and Naknek, as they are connected by road. Further, there is a duplication of other public facilities between Naknek and South Naknek, which is necessary because South Naknek is unconnected to the other towns except by air and water.

While many villages in Alaska face the same issues, Naknek Airport has a unique role in education. Because the regional high school and middle school are located in Naknek, South Naknek students in Grades 7-12 have been flown to Naknek Middle and High Schools each day for over 30 years. These flights are conducted in Visual Flight Rules (VFR) conditions. When daylight hours are short, weather is poor and/or the runway lighting at Naknek doesn't work, school days are shortened or cancelled for the students. It also takes several trips to fly the approximately 12 students across. There has been great concern in the community about the students' safety.

Currently the situation is in flux. The State Department of Education changed the formula for pupil transportation funding, so that each student in Alaska is administratively allocated \$1,200 annually for this purpose. This funding covers only 20 percent of the cost to maintain the air school bus, so it is possible that this service could end. It further complicates matters that South Naknek no longer has enough students to receive State funding for their elementary school. An upgrade to the Naknek Airport may not help the students if the funding for their air transport is cut.

Historically, an ice road connected Naknek and South Naknek in the winter, but a warming trend in recent years has meant that the river has not frozen reliably enough to support vehicles, nor is it free enough of ice obstacles for boat traffic.

South Naknek retains considerable fish processing infrastructure, an influx of summer commercial fishermen, and a busy 80 x 300-foot dock that has an undeveloped area for future expansion. Recent political discussions about oil and gas lease sales off the southwest coast of Alaska has increased interest in transportation infrastructure in the region, since it could help economic development and subsequently feasibility of the projects.

3.0 AIRPORT FACILITIES AND IMPROVEMENTS

King Salmon Airport was built in 1941, and was used as a military staging base in World War II. The State of Alaska assumed ownership in 1959, though some military flight operations still occur on the airfield. King Salmon Airport is the most developed in the region. It is a passenger and freight hub for more than 20 villages in the Bristol Bay and Lake and Peninsula Boroughs, and a base for recreational sports fishing guiding and lodging. There is scheduled air service from Anchorage, including jet service. A Master Plan for the Airport was completed in 2001.

A Naknek Airport Master Plan was also completed in 2001. This airport is classified as a Local Airport, but supports about 13,000 operations a year, also in service to outlying communities. About 27 percent of those operations are in daily transport of South Naknek students. This airport is connected by road to King Salmon, but ADOT&PF has identified major upgrades and expansions that will be necessary for the airport to remain operable and up to FAA standards.

A Master Plan has not been conducted for the South Naknek Airport, but it is in relatively good condition and in need of relatively minor surface repairs. It supports about 12,000 operations per year, which are primarily comprised of scheduled air taxi service and the student flights.

Floatplanes operate from Nornak Lake, adjacent to the Naknek Airport and from the Naknek River, adjacent to the King Salmon Airport. Neither airport is owned and operated by ADOT&PF.

Table 2: Summary of King Salmon, Naknek, and South Naknek Airports

Airports	Existing Condition	Improvements Needed
KING SALMON AIRPORT <i>road</i>	Very Good	Parallel taxiway, aprons, resurfacing
NAKNEK AIRPORT <i>connected</i>	Poor	Purchase property, relocate runway, lighting
SOUTH NAKNEK AIRPORT <i>unconnected</i>	Good	Surface Repairs

Source: Master Plans, 5010's, 2003 site visit.

Table 3: Summary of Float Plane Bases

Float Plane Bases	Length	Improvements Needed
NORNAK LAKE (ADJACENT TO NAKNEK AIRPORT)	100' x 2263'	Airspace conflicts with existing Naknek Airport runway; needs extension.
NAKNEK RIVER (ADJACENT TO KING SALMON AIRPORT)	500' x 4000'	Airspace conflicts with existing King Salmon Airport runway, and boaters; needs marked and dedicated waterlane.

Source: Master Plans, 5010's, 2003 site visit.

3.1 King Salmon Airport

An aerial view of King Salmon Airport is shown in Figure 2. A portion of the ADOT&PF Airport Layout Plan, showing the planned upgrades to the Airport is shown in Figure 3.



Figure 2: Aerial View of King Salmon Airport



Figure 3: King Salmon Airport Development Plan

3.1.1 Runways, Taxiways, and Aprons

King Salmon Airport is situated on 5,277 acres on the north bank of the Naknek River. It includes three landing surfaces, which include primary Runway 11/29 (8,500' x 150') and crosswind Runway 18/36 (4,000' x 100'), both of which have asphalt surfaces in good condition. The third area is a 4,000' x 500' unmarked waterlane on the Naknek River for floatplane use. There are three aprons for commercial and public use. The General Aviation and Terminal aprons, each about 320,000 square feet, are located south of Runway 11/29. The East Apron is used primarily for large freight haul operations, though it allows room for lease lot expansion. The Air Force operates four additional aprons north of Runway 11/29.

Taxiways A and B access the terminal apron from Runway 11/29. Taxiway C accesses the East Apron, and Taxiway D connects C to the General Aviation apron. The military uses three additional taxiways connecting the runways to their aprons north of the runways.

3.1.2 Air Traffic Control

An FAA control tower is located southwest of the runway intersection. Contract air traffic controllers direct traffic not only at King Salmon Airport, but issue advisories for operations on the Naknek River, Naknek Airport, and South Naknek Airport. In addition, they direct any military operations in the area. They provide separation and direction for aircraft as varied as F-15's, to MD-80's, to C-130's to single-engine Cessnas. Airspace becomes congested in the summer months, with about 21 peak operations per hour on the King Salmon Airport runways alone. Since the airport does not have a full parallel taxiway, capacity is sometimes reduced to about 15 operations per hour, as aircraft take time to exit the runway.

Nevertheless, future funding and operation of the control tower is uncertain. FAA funds contract control towers based on the number of operations at an airport, and operations at King Salmon have fallen below the level that provides 100% federal funding. It should be noted that until very recently, only wheeled-aircraft operations on the King Salmon airfield were measured, and did not include nearby floatplane activity. Floatplane activity was not included in the Tower counts, because there is no dedicated and marked waterlane for aircraft, and the area is currently under US Coast Guard guidance as a publicly-navigable

waterway. For FY 2003, the State of Alaska appropriated (via discretionary funds to the Bristol Bay Borough) matching funds of \$275,000 to keep the tower open, but that appropriation has not been renewed for FY 2004. The impending tower closure is under ADOT&PF and FAA review.

3.1.3 Navigational Aids, Marking, and Lighting

The following table shows the navigational aids, marking and lighting at the King Salmon Airport.

Table 4: King Salmon Airport Navigational Aids, Lighting, and Markings

HIRL R/W 11/29	High Intensity Runway Edge Lighting
ALSF R/W 11/29	Approach Lighting with Centerline Sequenced Flashers
MALSR R/W 18/36	Medium- Intensity Runway Edge Lighting
Beacon	White and green rotating beacon
Markings	R/W 11/29 and 18/36: non-standard precision instrument markings. Outer and middle markers.
ASOS	Automated Weather Information
DF	Directional Finder
ILS - R/W 11	Instrument Landing System
GS	Glide Slope Indicator
LOC/DME	Localizer/Distance Measuring Equipment
LOM	Locator at Outer Marker
MM	Middle Marker
NDB	Non-Directional Radio Beacon
OM	Outer Marker
PAPI	Precision Approach Path Indicator
RCO-RCAG	Remote Communications Outlet, Air/Ground
RVR	Runway Visual Range
VOR	VHF Omnidirectional Range
VOR/DME	VHF Omnidirectional Range/Distance Measuring Equipment
VORTAC	VOR with Tactical Aircraft Control and Navigation

Source: 2001 King Salmon Airport Master Plan

3.1.4 Airport Operators

Peninsula Airways (Penair) operates scheduled air service from Anchorage, and to nine villages in the region, which include Chignik, Dillingham, Egegik, Igiugig, Levelok, Perryville, Pilot Point, Port Heiden, and South Naknek. Alaska Airlines provides scheduled jet service from Anchorage to King Salmon, and shares a terminal with Penair. King Flying Service, based in Naknek, also operates a smaller terminal facility in the same area.

Trident Seafoods and Bristol Bay Contractors operate separate terminal facilities off the East Apron, and are used primarily in the summer for the storage, staging, and hauling of seafood. Lynden Air Cargo, King Salmon Ground Service, and Yute Air operate from another terminal off the East Apron. Egli Air Haul Inc. and Lynn Shawback operate businesses on the General Aviation Apron, and the U.S. Fish and Wildlife Service operates a hangar there as well.

Since the 1995 reduction in the Air Force presence at the Airport, many functions of the base were eliminated or relocated. Basic facilities such as roads, utilities, fuel tanks, and a few storage buildings are still actively maintained, as well as a BAK-12 Aircraft Arresting System and Instrument Landing System on Runway 11/29. Other facilities, such as the headquarters and dormitory buildings, are kept heated for visiting personnel. Military flights are conducted weekly, and training exercises are conducted twice annually.

The King Salmon Airport does not have any public floatplane docking facilities; but there are 17 businesses and private individuals who lease lots along the Naknek River to store and maintain aircraft, or provide other services.

3.1.5 Future Development

The following table is a summary of airport improvements recommended in the 2001 King Salmon Airport Master Plan. These recommendations were based on a study of future aviation demand at the airport, and the facilities required to meet the demand and provide additional safety measures. The recommendations are shown in three phases of development, and also show preliminary cost estimates:

**Table 5: Recommended King Salmon Airport Improvements
from the 2001 Airport Master Plan**

Project	Phase	Cost
(2) New Wind Cones	I	
Designated Helipad - Strip Land	I	
Land Acquisition for RPZ 11/29	I	
Runway Blast Pad for 11/29 - (300' x 150')	I	
Transient Jet Parking Striping	I	
MITL on T/W N (Medium Intensity Taxiway Lighting)	I	
Survey and Remove Obstructions; Update Chart	I	
Construct New 40,000 SF Parking Area at Terminal Area	I	
Regional Float Plane Study	I	
Relocate, Reconstruct Main Street from Terminal to East Apron	I	
Construct New 140,000 SF Apron Adjacent to Terminal Apron	I	
Utilities to GA and East Apron - Water and Sewer (non-FAA/ADOT&PF)	I	
Parallel Taxiway 11/29 to East Apron (50' x 120') with MITL and Markings	I	
Construct Full 500' RSA Width Along R/W 11/29	I	
Pave Existing Long-Term Parking	I	
Subtotal Phase I		\$19,724,311
Install GPS Precision Approach to R/W 11	II	
Refurbish, Remodel Old Mark Air Terminal Building	II	
Construct T/W (35' x 350') from GA Apron to R/W 18/36	II	
Install New Approach Control Radar	II	
Rebuild Section from TW H to Threshold of R/W 18 (100' x 500')	II	
Resurface T/W A, B, C, D and E	II	
Construct New 50' x 120' Wide Parallel Taxiway to R/W 29 End, with MITL, Markings	II	
Clear and Survey Lease Lots Southwest of GA Apron for T-Hangars. Realign Security Fencing	II	
Construct T-Hangars (non-FAA/ADOT&PF)	II	
Construct 1000' RSA beyond Runway 29 Approach	II	
Subtotal Phase II		\$9,985,000
Construct New 140,000 SF Apron Space Adjacent to Existing GA Apron	III	
Resurface R/W 18/36 (100' x 4000')	III	
Resurface R/W 11/29 (150' x 8,015')	III	
Full (35' wide) Parallel Taxiway to R/W 18/36	20+	
Subtotal Phase III		\$9,640,000
Total, All Phases		\$39,349,311

The Phase I recommendations have been incorporated into the ADOT&PF's Draft 2002-2006 Airport Improvement Plan Spending Plan, suggested for funding in FFY 2005 and > FFY 2006 time periods, with a cost estimate of \$21,300,000. The first stage of the recommended Regional Float Plane Study, shown in the table above, is recommended for funding in FFY 2005 and FFY 2006.

3.2 Naknek Airport

3.2.1 Runways, Taxiways, and Aprons

The Naknek Airport consists of two gravel runways: Primary Runway 8/26 (2,112' x 50'), and Crosswind Runway 14/32 (1,835' x 46'.) Both runway surfaces are in a soft and rutted condition. Nornak Lake, which provides a 2,264' x 102' landing area for float planes, is not owned or operated by ADOT&PF. It is located adjacent and parallel to Runway 8/28.

The land surrounding the runways is owned primarily by the Paug'vik Corporation, and there are also a few private parcels, and there is no public apron space or any other public facilities. There is a privately-owned 200' x 400' aircraft parking apron to the west of Runway 8/26. In addition, aircraft park along the edges of Runway 14/32 for most of its length, and within the Runway Safety Area (RSA), as shown in the photograph below. A thicket of alder bushes has grown up there, and shelters the aircraft from the wind. The airport access road parallels Runway 8/26, also within the RSA.



Figure 4: Naknek Airport Aircraft Parking Next to Runway

Privately-owned Tibbetts Airfield is also nearby, within the approaches to both runways and Nornak Lake. Tibbetts is no longer used by owner Peninsula Airways, and is for sale. Despite the airspace conflicts, the lack of a clear line of sight between the runways and float plane areas, and the parking intrusions into the runway safety area, the airport has an excellent safety record.



Figure 5: Aerial View of Naknek Airport

The runways are equipped with medium-intensity runway lighting, but it is in poor condition and not always operational. A rotating beacon is located adjacent to Runway 8/26. There are no navigational aids, except for the VORTAC available via the King Salmon Airport.

3.2.2 Airport Operators

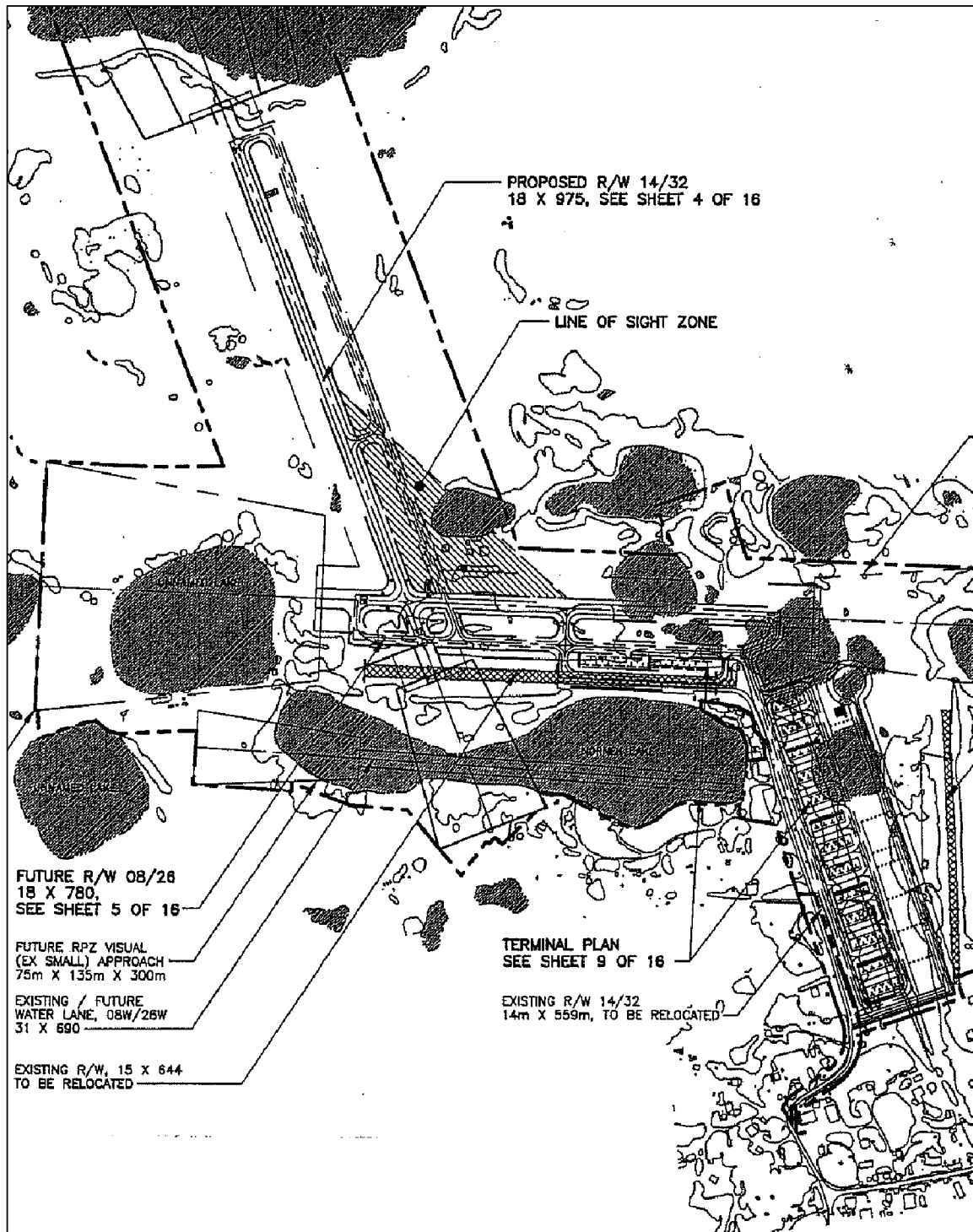
King Air, based at the Naknek Airport, is the contractor who flies the South Naknek children to school in Naknek. Operators based elsewhere, such as Iliamna Air, Yute Air, and Egli Air also use the airport.

3.3.3 Future Development

Table 6 and Figure 6 show planned development for Naknek Airport. As stated in the Master Plan, development at Naknek Airport is intended to remedy three primary deficiencies. The first pertains to land status issues, in which ADOT&PF has no right-of-way (ROW) to access the airport or eliminate intrusions into the runway safety areas and imaginary surfaces. In addition there is no ADOT&PF-owned land to develop lease lots or apron areas that meet FAA standards. The second is in regard to airspace conflicts, in which air traffic between the two Naknek runways, Nornak Lake, and nearby Tibbetts Field all overlap with no clear line of sight. The third is in regard to the repair of the facilities, which includes runway surfaces and lighting in poor condition. Under the plan, the Nornak Lake waterlane will remain, though it is about 240 feet shorter than FAA standards. The following Table shows the recommended costs and phasing of the improvements, as shown in the Master Plan.

Table 6: Recommended Naknek Airport Improvements from the 2001 Master Plan

Project	Phase	Cost
Acquire Airport Property	I	
Acquire ROW for Public Access	I	
Construct Primary Runway Relocation with MIRL	I	
Remove Terrain Obstructions between Primary and Crosswind R/W	I	
Construct Taxiway, Aircraft Parking, and Aviation Support Areas	I	
Recondition West Access Road	I	
Construct East Access Road	I	
Construct Snow Removal Equipment Building and Acquire Loader with Appurtenances	I	
Phase I Cost		\$9,263,000
Relocate Crosswind Runway with MIRL	II	
Construct Parallel Taxiway (Adjacent to Crosswind Runway)	II	
Construct Partial Parallel Taxiway (Adjacent to Primary Runway)	II	
Expand Apron Area	II	
Extend Access Road to New Apron Area and Construct Vehicle Parking	II	
Phase II Cost		\$6,320,000
Construct Taxiway, Aircraft Parking, and Aviation Support Areas	III	
Extend Parallel Taxiway	III	
Resurface Operational Areas as Required	III	
Phase III Costs		\$4,944,000
Total Costs		\$23,538,000



source: Naknek Airport Master Plan – 2001

Figure 6: Naknek Airport Development Plan

3.3 South Naknek Airport

3.3.1 Facilities

South Naknek Airport's Runway 12/30 is 3,314' x 59', and Runway 4/22 is 2,260' x 59'. Both have a gravel surface. The sandy gravel surface is in fair condition. An aerial view of South Naknek Airport is shown in Figure 7.



Figure 7: South Naknek Airport Aerial View

Some of the surface gravel has been pushed to the sides and appears to have contributed to erosion and soft spots on the runways, particularly on the edges near culverts. Runway 12/30 has a significant dip on the southeastern end, as shown below. Runways 12 and 30 have 4-box VAST's, and High Intensity Runway Edge Lighting. There is an approximately 200' x 200' apron area to the north of the intersection of the two runways. Two 50' taxiways connect the apron to each runway. This area contains two lease lots, but neither is leased. Airport Street connects the apron to the community road system, passing through the Runway 12 approach area.



Figure 8: South Naknek Runway

3.3.2 Future Development

ADOT&PF has identified a project to resurface both runways, the taxiways, and apron as a project under the Airport Improvement Plan. It is currently planned for beyond the FY '06 period, and has an estimated cost of \$2.2 million. Other improvements shown on the Airport Layout Plan include a road extension and upgrading the airport to B-II standards.

4.0 COSTS AND REVENUES

Naknek Airport maintenance is conducted by ADOT&PF personnel as part of King Salmon Airport and Noluck Road Maintenance. King Salmon Airport receives revenues of approximately \$300,000 from the USAF for maintenance, and approximately \$120,000 more from leases and fuel charges. For these reasons, the costs and revenues shown in the following table relative to these two airports can only be estimated.

In FY 2003, King Salmon Airport operated at an approximate \$320,000 loss, and received the necessary funding from the State's general fund. Losses from 1996-2000 ranged from \$220,000 to \$2,024,045, but that does not indicate a trend, as reporting sometimes included or excluded capital expenditures by either ADOT&PF or the USAF, and some years required more snow removal and other basic maintenance than others.

South Naknek is maintained separately under private contract. There are no revenues at Naknek or South Naknek Airport.

Table 7: FY 2003 Airport Maintenance Costs and Revenues

	Personnel	Travel	Contracts Equipment	Utilities	Supplies	Total
Costs						
King Salmon Airport	\$414,968	\$9,503	\$188,192	\$15,632	\$106,793	\$737,088
Naknek Airport	\$13,877	\$131		\$771	\$2,183	\$16,962
South Naknek Airport	\$23		\$12,000	\$6,509	\$1,274	\$19,806
Revenues – King Salmon						
Leases, Fees						\$120,000
Air Force	\$266,282	\$0	\$4,187		\$26,455	\$296,924
<i>source: Calculations by ADOT&PF Southwest District Superintendent</i>						

ADOT&PF calculates maintenance costs on Airports by lane miles. The following table shows the cost per lane mile at the three airports in 2003. King Salmon Airport is maintained to a more critical standard than other airports in the area, because of USAF runway requirements for their aircraft. Naknek Airport, because Noluck Road connects it to shared King Salmon Airport personnel and equipment, shows a lower apparent cost than South Naknek, which stands alone.

Table 8: Maintenance Costs Per Lane Mile

	Cost	Lane Miles	Cost Per Lane Mile
King Salmon Airport (paved)	\$737,088	45.6	\$16,164.21
Naknek Airport (unpaved)	\$16,962	6.2	\$2,735.80
South Naknek Airport (unpaved)	\$19,806	3.1	\$6,389.03
<i>source: Calculations by ADOT&PF Southwest District Superintendent. Average Cost per lane mile (5280 'x 12') in the Central Region: \$7784</i>			

5.0 AIRPORT TRAFFIC FORECASTS

There is great variation in estimates of air traffic and characteristics at King Salmon, Naknek, and South Naknek Airports, and for float plane operations on Nornak Lake and the Naknek River. This is because of the following:

- Forecasts from the Master Plans are higher than actual activity levels because the region's economy and population has declined more rapidly and dramatically than anticipated.
- Beyond the King Salmon Air Traffic Control Tower and certificated air carrier reporting, no recorded data exists.

In this section, the baseline and forecasted air traffic from the 2001 Master Plans, FAA Terminal Area Forecasts, FAA 5010 forms, factors from models generated in the Yukon-Kuskokwim Area Transportation Plan, the Southwest Alaska Transportation Plan, and estimates by area residents and operators are all considered. Conversations with local airport operators have provided the basis for describing types of air travel.

5.1 King Salmon Airport Traffic

The following table shows the 2001 Airport Master Plan base year and forecasts through 2019. A median between base year 1996 and 2004 is also shown, as a basis for comparison with Tower Counts for 2001.

Table 9: 2001 King Salmon Airport Master Plan Forecasts

	1996	2001	2004	2009	2019
Aircraft Operations	33,284	34,942	36,600	39,316	44,745
Enplaned Passengers	51,707	55,556	59,404	68,694	87,278
Total Based Aircraft	40	40	40	40	42
Air Cargo/Mail (tons)					
Enplaned Freight (tons)	3,500	3,500	3,500	3,500	3,500
Enplaned Mail (tons)	400	500	600	600	1,100

Note: 2001 estimate is the 1996-2004 median.

The FAA's Terminal Area Forecasts are currently updated with historical data provided by the Control Tower through 2001. This operation figure shows 25,926 operations, 9,016 less than the Master Plan estimated for 2001. However, the Master Plan estimates were partly tied to an annual population growth rate of about 2 percent, which is significantly higher than the actual rate of population growth in the Borough.

5.2 Naknek Airport Traffic

The forecasts prepared for the 2001 Naknek Airport Master Plan are shown in the following table. There was a wide range of differing estimates for 1996 traffic, from 53,500 operations per year listed in the 1990 FAA Airport Master Record, to the FAA Terminal Area Forecast estimate of 29,000. Local operators estimated 27,000. Responses from a local and non-local pilot survey were also reviewed, and appeared to support the Master Record estimate. Enplaned freight and passengers were not forecast. Air carrier records showed 2,310 commuter passenger enplanements in 1996, which probably did not include about 3,500 student-charter enplanements per year. These results from the 2001 Airport Master Plan are shown below, with an average peak day added to help visualize the activity at Naknek Airport:

Table 10: 2001 Naknek Airport Master Plan Forecasts

	1997	2002	2007	2017
Forecasted Operations	53,500	57,464	61,723	71,210
Average Day Peak Month (based on King Salmon proportions)	610	655	704	811
Passenger Enplanements (1996)	5,810			

The Naknek Airport Forecasts are revised in this study because a variety of factors have changed dramatically since *historical* data was used to produce the 1990 Airport Master Record.

These changes include:

- Penair stopped scheduled service to Naknek in 1999, which represented about 10,000 flights. Most of these operations were conducted at adjacent Tibbetts Airfield. However, because Penair uses the descriptive identifier “NNK” (for North Naknek) in their carrier reports, older historical reports of their activity may have been included in “5NK”, Naknek Airport.
- Fish-spotting from the air became illegal in 1997, which may account for the historically large number of operations, and relatively low passenger enplanements. These could easily have represented 40 operations a day through the summer months.
- Many of the canneries/fisheries have closed in recent years. Operations on behalf of the canneries once represented about 50 operations a day in the summer. This activity involved the acquisition of goods and services available in Naknek, or transporting workers.

Naknek Airport provides secondary air service to the community of Naknek, since Naknek is connected by road to the larger King Salmon Airport. However, it does provide essential service to South Naknek, both in the transport of schoolchildren, and to South Naknek families travelling to Naknek for goods and services. There are also flights from other towns in nearby Boroughs, such as Egegik, which are primarily trips for supplies available in Naknek, especially for private fish camps.

In addition, the airport provides convenient fueling and maintenance facilities for itinerant aircraft. It also provides wind protection for small aircraft based there, and for exposed aircraft at other airports when a storm is approaching. It is also convenient to load goods directly onto an aircraft from a road vehicle.

An estimate of current air traffic activity from various sources is shown in the following table.

Table 11: Comparison of Estimates of Current Naknek Air Traffic

	King Air	Penair	Y-K Plan	FAA 5010	FAA TAF
Total Airport Operations	13,000	10,000		7,700	29,000
Air Taxi	100	1,000		600	12,000
GA Local	10,000	8,000		7,000	7,000
GA Itinerant	2,900	1,000		100	10,000
<i>Character of Operations*</i>					
A. School Transportation	3,500				
B. Bristol Bay Borough Business	3,500				
C. Fishing	1,500				
D. Itinerant Fueling/Maintenance/Wind Protection	3,000				
E. South Naknek Resident Personal Business	1,000				
F. Other	500				
Enplanements					
Passenger***	9,380		10/person/year		
Mail (tons)	0	0			
Freight (tons)**	10		200#/person/year		

* derived from 1996 Pilot survey, 2003 community meetings, John King.

** derived from South Naknek's population less calculation of freight enplanement to King Salmon

*** 2,880 pupils + 6,500 (2 enplanements x ½ operations, except A, D.)

The Character of Operations shown in the above table can be broken into categories that relate to the type and main purpose of air travel. The categories can be described as follows:

- A. School Transportation: Includes daily air busing of students, and air transportation for teachers, school board members, and administrators. Also includes air transportation for students for Bristol Bay Borough-sponsored extracurricular activities such as sports and field trips.
- B. Bristol Bay Borough Business: All air transportation related to the construction, maintenance, and supply of public and private utilities and services.

- C. Fishing: All transportation related to the supply of commercial fishing, whether a private or business enterprise. Includes equipment, supplies, and transportation of workers.
- D. Itinerant Fueling/Maintenance/Wind Protection: Aircraft owners taking advantage of the ease of access at the airport, and temporarily parking aircraft based elsewhere from storms.
- E. South Naknek Resident Personal Business: All air activity generated by South Naknek residents travelling for recreation, supplies, and visiting.
- F. Other: Includes all else, for example, scheduled or chartered air taxi service from towns outside the Bristol Bay Borough, such as Iliamna or Dillingham.

The following table compares the Master Plan and DOWL estimate for Naknek Airport, as well as the factors used for allocating types and character of operations:

Table 12: Comparison of Master Plan and DOWL Estimate

	Master Plan Estimate (2002)	DOWL Estimate
Total Airport Operations	57,464	13,000
Air Taxi	575	100
GA Local	44,247	10,000
GA Itinerant	12,642	2,900
Based Aircraft	70	70
Character of Operations		
A. School Transportation	3,500	3,500
B. Bristol Bay Borough Business	19,967	3,500
C Fishing	8,634	1,500
D. Itinerant Fueling/ Maintenance/Wind Protection	17,268	3,000
E. South Naknek Resident Personal Business	5,936	1,000
F. Other	2,698	500
Passenger Enplanements	6,241	9380
Enplaned Mail	0	0
Enplaned Freight (tons)	10	10

Figure 9 shows the Character of Operations in a chart.

Current Naknek Airport Air Traffic Characteristics

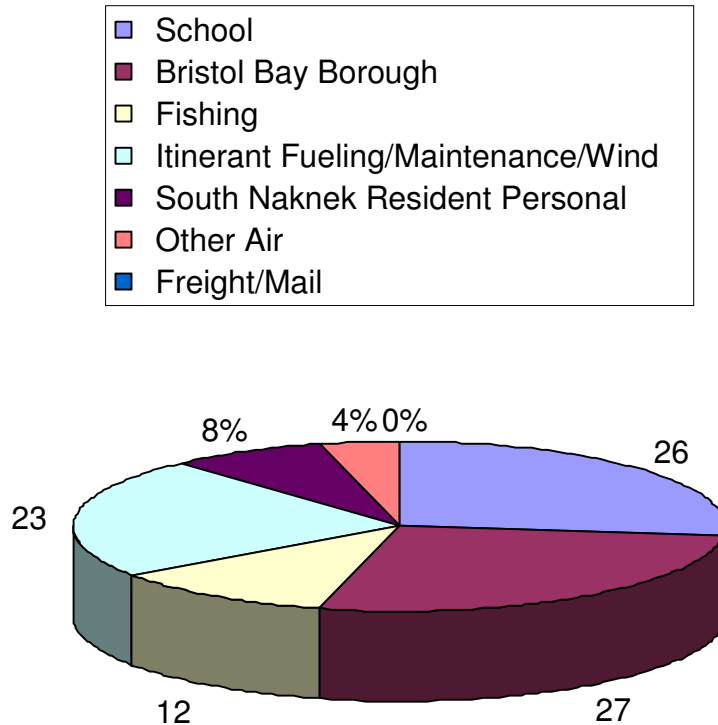


Figure 9: Current Naknek Airport Air Traffic Characteristics

5.3 South Naknek Airport

Though the FAA Terminal Forecasts have not been updated for ten years, estimates of South Naknek operations are supported by air carrier reports filed by Penair. Penair estimates that they represent about 80% of all enplanements at the airport.

Penair operates three scheduled flights a day, for a total of about 2,200 annually, and King Air school-related transportation flights add on another 3,500. There are 10 locally based aircraft that represent about 1,000 flights a year. Various air taxis and private aircraft create about 5,000 operations per year for Borough business, and for South Naknek residents' private business across the River in Naknek. South Naknek Airport is

therefore estimated to have 11,700 operations per year, as shown in the following table.
Figure 10 shows the Character of Operations in a chart.

Table 13: 2001 South Naknek Airport Air Traffic Characteristics Estimates

	Current Estimates*
Total Airport Operations	11,700
Air Taxi	2,200
GA Local	1,000
GA Itinerant	8,500
Based Aircraft	10
Character of Operations	
A. School Transport	3,500
B. Bristol Bay Borough Business	2,500
C. Fishing	1,000
D. Itinerant Fueling/Maintenance/Wind Protection	0
E. South Naknek Resident Personal Business	2,500
F. Air Taxi/Freight Mail	2,000
G. <i>Other</i>	200
Enplanements	
Passenger**	8,200
Mail	1
Freight (tons)	2.23

* derived from 2003 community meetings, King Air, Penair

** 2880 pupils + 6500 (2 enplanements x ½ operations, except A,D)

Character of Operations - South Naknek Airport Current

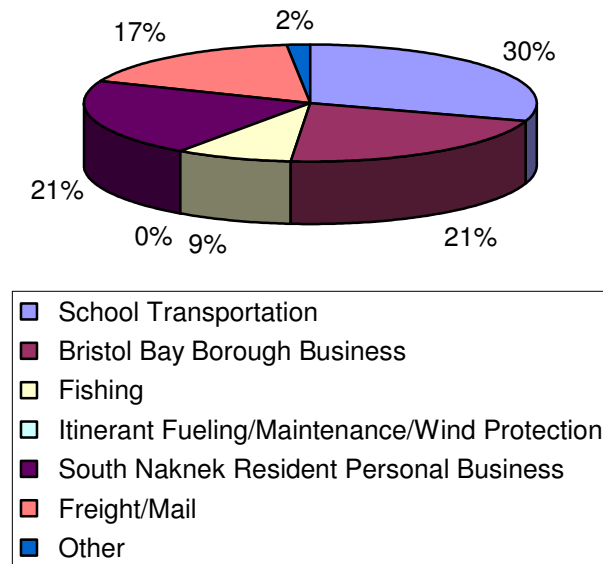


Figure 10: South Naknek Airport Character of Operations - Current

5.4 Floatplane Bases

The Floatplane operating areas on the Naknek River adjacent to the King Salmon Airport, and on Nornak Lake adjacent to the Naknek Airport also play a part in the Bristol Bay Borough's aviation system. Operations at Nornak Lake are estimated at 500 per year. Though there is one floatplane based there, the lake is primarily temporarily used for aircraft maintenance for Naknek River operators. Occasionally operators also shelter their aircraft there if extremely windy conditions are anticipated. The Lake is depressed and surrounded by thick bushes.

Naknek River float operations have never been counted, though this is now underway as part of the Air Traffic Control Tower contract process. Preliminary estimates are about 10,000 operations per year. These operations are primarily tourist-related, as access to fishing and hunting areas and lodges. Though not of interest as essential air service, tourism is forecast in several studies to increase in the area, which may be a benefit to the Borough's economy in the future. Floatplane traffic is not expected to be affected by any scenario in this study.

5.5 Forecast Summary

The following tables summarize the Base Year (2001) and forecast years (2010, 2019, 2029) air traffic activity levels for the King Salmon, Naknek and South Naknek Airports. Base case population forecasts developed by Northern Economics were used to forecast future activity levels.

Table 14: 2001 Base Year Airport Traffic Characteristics

Aircraft Operations	2001 Base Year Airport Traffic Characteristics		
	King Salmon Airport	Naknek Airport	South Naknek Airport
Air Carrier	34,942	13,000	11,700
Commuter/Air Taxi	2,978	-	2,200
General Aviation Local	23,673	100	1,000
General Aviation Itinerant	1,259	10,000	8,500
Peak Month Operations (PMO) (14% of annual)	5,592	2,900	
Average Day Peak Month (ADPM) (2% of PMO)	5,591	1,820	1,638
	186	36	33
Character of Operations			
School Transportation	-	3,500	3,500
Bristol Bay Borough Business	-	3,500	2,500
Fishing	-	1,500	1,000
Itinerant Fueling/Maintenance/Wind Protection	-	3,000	-
South Naknek Resident Personal Business	-	1,000	2,500
Other Air Taxi	-	500	200
Freight/Mail	-	-	2,000
Enplaned Passengers			
Peak Month (38% annual)	55,556	9,380	8,200
Average Day Peak Month (3% of PM)	21,111	3,564	3,116
	704	107	93
Total Based Aircraft			
	40	70	10
Air Cargo/Mail (tons)			
Enplaned Freight (tons)	3,500	10	2
Enplaned Mail (tons)	500	-	1

Table 15: Forecast Summary

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	37,219	14,151	11,039
2019	30,121	15,366	9,435
2029	22,113	16,718	7,737
Enplanements			
2001	55,556	9,380	8,200
2010	58,896	10,216	7,736
2019	47,664	11,094	6,612
2029	34,992	12,070	5,422

6.0 SCENARIO DEVELOPMENT

In developing aviation system scenarios for the Region, some factors are important to consider:

- A dwindling State budget, in which the availability of maintenance funds is expected to decline.
- State policy is being developed which would seek to eliminate duplication of services and facilities, especially in road-connected communities.
- State policy for infrastructure development could be modified with changes in State Administration (over 20 years.)
- Difficulty in applying costs, benefits, and responsibility to other State agencies, which influence and are influenced by transportation projects (i.e. Department of Education.)
- Budget shortfalls throughout the State realistically limit alternative sponsors for airports or any other facilities. However, the Bristol Bay Borough asked for ADOT&PF information about assuming sponsorship of the Naknek Airport.
- FAA's commitment for funding safety improvements, requires also that the sponsor maintain the facility for at least 20 years, under their "Grants Assurances" policy. The

State is obligated to maintain South Naknek Airport through 2017, and King Salmon Airport, indefinitely. There is no obligation for Naknek Airport, since no federal funds have been spent there yet.

- If an airport is closed, refunds of previous FAA-funded improvements will have to be paid back to them. Requirements for environmental reclamation may also have to be undertaken if the airport is closed or if there is a change in sponsorship.
- All Airports must be safe for public operations.
- Transportation changes unrelated to the proposed bridge may also influence future traffic patterns and capacity. Of note is the King Salmon Control Tower closure, and State pupil transportation policy.
- Possibility of statewide incentives for revenue-generating improvements such as tie-down rentals and other user fees, statewide.
- Possibility that USAF could change M&O funding in support of King Salmon Airport.
- Possibility of improved Float Plane Base Facilities.

In this section, scenarios are developed that describe changes to the Borough's aviation system if a bridge is built across the Naknek River. The scenarios illustrate closures of some airports, and the resulting airport capital and operating cost savings.

Closure of an airport could also mean that another entity assumes sponsorship, control, and the cost of the airport improvements and maintenance, and the airport remains open for public service.

In all scenarios, King Salmon Airport is kept open, maintained, and expanded according to plans already in place.

Scenario A. Aviation Only Improvements

- Option A1. Keep all three airports open
- Option A2. Close Naknek Airport

Scenario B Bridge and Aviation Improvements

- Option B1. Keep all three airports open
- Option B2. Close Naknek Airport
- Option B3. Close South Naknek Airport
- Option B4. Close Naknek and South Naknek Airports
- Option B5. Bristol Bay Borough operates Naknek and South Naknek Airports
- Option B6. Close Naknek Airport and Borough operates South Naknek Airport

Aviation considerations assumed in each scenario/option are shown in the following table.

Table 16: Aviation Considerations in Scenario Development

	King Salmon Airport	Naknek Airport	South Naknek Airport
Safety/Risk		Requires extensive development to meet minimum FAA and State safety standards.	
Improvement Costs	Requires capital improvements; increased maintenance.	Requires capital improvements; increased maintenance.	Requires capital improvements.
Convenience	15.5 mile road distance to Naknek, approximately 18-mile distance to South Naknek if bridge is built.	Located in the Borough's Population Center; unconstrained access to aircraft.	South Naknek relies on the airport for essential service; if it were closed, and a bridge were built, it could be an 18-mile trip to King Salmon Airport.
School Access	Airport is too far away from South Naknek to accommodate a fly/bus combination to school in Naknek.	Transportation of school children by air to Naknek is expensive and restricts school activities; with a bridge they could be bused.	Relies on airport for transportation of school children; with a bridge they could be bused.
Shift in Air Transportation Demand		Induced relocation of residents and businesses to King Salmon and South Naknek if the airport is closed and/or the bridge is built.	With a bridge, the community thinks that more residents would relocate to South Naknek, and business would be developed there.
Grant Obligations		Improvements to the Airport will trigger a 20-year grant obligation to FAA.	The Airport already has a grant obligation to the FAA through 2016; if the airport were closed, this may have to be paid back.
King Salmon Control Tower	A shift of more operations to that Airport would bolster sagging operations there, and may trigger FAA/State funding of the Tower.		
Timing		Naknek Airport will need to remain open and may need be improved <i>before</i> the time a bridge is built if the school children continue to be flown over from South Naknek.	

6.1 Scenarios-Aviation Forecasts

The following tables show forecasts of aviation activity for each of the scenarios/options described in section 6.0. The first two tables are for “A” aviation options associated with not building a bridge and the last six tables are for “B” aviation options associated with building a bridge.

Table 17: Option A1 – Keep all Three Airports Open

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	37,219	14,151	11,039
2019	30,121	15,366	9,435
2029	22,113	16,718	7,737
Enplanements			
2001	55,556	9,380	8,200
2010	58,896	10,216	7,736
2019	47,664	11,094	6,612
2029	34,992	12,070	5,422

Table 18: Option A2 – Close Naknek Airport

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	49,672	0	12,737
2019	43,643	0	11,279
2029	36,825	0	9,743
Enplanements			
2001	55,556	9,380	8,200
2010	67,886	0	8,962
2019	57,427	0	7,943
2029	45,614	0	6,870

Table 19: Option B1 – Keep all Three Airports Open

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	37,219	5,645	3,468
2019	30,121	6,289	2,730
2029	22,113	7,006	1,949
Enplanements			
2001	55,556	9,380	8,200
2010	58,896	4,064	2,497
2019	47,664	4,528	1,966
2029	34,992	5,044	1,403

Table 20: Option B2 – Close Naknek Airport

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	40,042	0	6,290
2019	33,265	0	5,875
2029	25,616	0	5,452
Enplanements			
2001	55,556	9,380	8,200
2010	60,928	0	4,529
2019	49,928	0	4,230
2029	37,514	0	3,925

Table 21: Option B3 – Close South Naknek Airport

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	37,219	9,113	0
2019	30,121	9,019	0
2029	22,113	8,955	0
Enplanements			
2001	55,556	9,380	8,200
2010	58,896	6,561	0
2019	47,664	6,494	0
2029	34,992	6,447	0

Table 22: Option B4 – Close Naknek and South Naknek Airports

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	46,332	0	0
2019	39,140	0	0
2029	31,068	0	0
Enplanements			
2001	55,556	9,380	8,200
2010	65,457	0	0
2019	54,158	0	0
2029	41,439	0	0

**Table 23: Option B5 – Bristol Bay Borough Operates
Naknek and South Naknek Airports**

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	37,219	5,645	3,468
2019	30,121	6,289	2,730
2029	22,113	7,006	1,949
Enplanements			
2001	55,556	9,380	8,200
2010	58,896	4,064	2,497
2019	47,664	4,528	1,966
2029	34,992	5,044	1,403

Table 24: Option B6 – Close Naknek and Borough Operates South Naknek Airport

	King Salmon	Naknek	South Naknek
Operations			
2001	34,942	13,000	11,700
2010	40,042	0	6,290
2019	33,265	0	5,875
2029	25,616	0	5,452
Enplanements			
2001	55,556	9,380	8,200
2010	60,928	0	4,529
2019	49,928	0	4,230
2029	37,514	0	3,925

7.0 OPERATING AND CAPITAL COSTS FOR AIRPORT SCENARIOS

The following table shows capital costs obtained from the Airport Master Plans and ALP's from each airport and operating costs obtained from ADOT&PF. Also included in capital costs are costs associated with adding wind protection to general aviation tie down areas at each airport.

Table 25: Existing Cost Data from ADOT&PF and Master Plans

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$19,964,300	\$9,985,000	\$9,640,000
Naknek	\$ 29,962	\$ 9,683,000	\$6,320,000	\$4,944,000
South Naknek	\$ 19,806	\$ 2,260,000	\$1,000,000	\$ 650,000

Assumptions:

- By year 10 when most improvements are made at the Naknek Airport operating costs increase by \$13,000/year to \$29,962 due to increased electrical costs (\$5,000/year) and maintenance (\$4,000) of a new functional lighting system and increased fuel and manpower costs (\$4,000) of maintenance and snow removal of runways, taxiways and aprons. Until then operating costs are \$16,962.
- Even though the South Naknek ALP indicates it could be upgraded to B-II standards in the long-term future, for planning purposes it is assumed it can continue to be developed to B-1 standards, similar to the planned standards for the Naknek Airport.
- South Naknek CIP costs include \$2.2 million in 1 – 5 years for resurfacing, a \$1 million road extension in 6 – 10 years, and \$650,000 for a new grader and lighting upgrades in 11-20 years.
- Includes wind protection costs not in the Master Plans. If wind protection is provided for general aviation aircraft it will be provided for all general aviation aircraft at each airport.

7.1 Scenario A – Aviation Only Improvements

The operating and capital costs in the following two tables are for two airport scenarios associated with not building the bridge. One scenario continues to operate all three airports and the other closes the Naknek Airport.

Table 26: Option A1: Without Bridge – Keep all Three Airports Open

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$19,964,300	\$9,985,000	\$9,640,000
Naknek	\$ 29,962	\$ 9,683,000	\$6,320,000	\$4,944,000
South Naknek	\$ 19,806	\$ 2,260,000	\$1,000,000	\$ 650,000

Table 27: Option A2: Without Bridge – Close Naknek Airport

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$21,334,300	\$9,985,000	\$9,640,000
Naknek	\$0	\$0	\$0	\$0
South Naknek	\$ 19,806	\$ 3,610,000	\$1,000,000	\$ 650,000

Assumptions:

- Naknek operating costs (\$16,962/year) cease to be paid in about two years when ADOT&PF ceases to operate the airport.
- Additional tie down space is provided at the King Salmon Airport at a cost of \$2,800,000. Costs would include wind protection measures such as berms, slatted fences or vegetation, or a combination of these measures, if possible.
- Addition of general aviation tie downs does not have measureable effect on operating costs at King Salmon.

7.2 Scenario B – Bridge and Aviation Improvements

The following tables show capital and operating costs for airport scenarios associated with constructing the bridge. They range from keeping all airports open to closing airports, to transferring ownership to the Bristol Bay Borough.

Table 28: Option B1: With Bridge – Keep all Three Airports Open

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$19,964,300	\$9,985,000	\$9,640,000
Naknek	\$ 29,962	\$ 9,683,000	\$6,320,000	\$4,944,000
South Naknek	\$ 19,806	\$ 2,260,000	\$1,000,000	\$ 650,000

Table 29: Option B2: With Bridge – Close Naknek Airport

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$21,334,300	\$9,985,000	\$9,640,000
Naknek	\$0	\$0	\$0	\$0
South Naknek	\$ 21,806	\$ 3,610,000	\$1,000,000	\$ 650,000

Assumptions:

- Naknek operating costs (\$16,962/year) continue to be paid until the Bridge is open.
- Additional tie down space is provided at the King Salmon and South Naknek Airports at a cost of \$1,400,000 for each airport. Costs would include wind protection measures such as berms, slatted fences or vegetation, or a combination of these measures, if possible.
- Additional maintenance and snow removal of general aviation tie downs and access taxiway adds \$2,000/year to the South Naknek operating costs when the Bridge is open.
- Addition of general aviation tie downs does not have measurable effect on operating costs at King Salmon.

Table 30: Option B3: With Bridge – Close South Naknek Airport

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$19,724,300	\$9,985,000	\$9,640,000
Naknek	\$ 29,962	\$ 9,743,000	\$6,320,000	\$4,944,000
South Naknek	\$0	\$0	\$0	\$0

Assumptions:

- The planned South Naknek Airport Resurfacing project can be eliminated and the existing surface can safely meet needs until the bridge is built.
- The FAA and ADOT&PF can work out an arrangement where grant funding invested in the South Naknek Airport does not need to be paid back or can be applied to the planned investments in the Bridge and Naknek Airport.
- South Naknek Operating Costs (\$19,806/year) continue to be paid until the Bridge is open.

Table 31: Option B4: With Bridge – Close Naknek and South Naknek Airports

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$23,004,300	\$9,985,000	\$9,640,000
Naknek	\$0	\$0	\$0	\$0
South Naknek	\$0	\$0	\$0	\$0

Assumptions:

- The planned South Naknek Airport Resurfacing project can be eliminated and the existing surface can safely meet needs until the bridge is built.
- Additional tie down space is provided at the King Salmon Airport at a cost of \$2,800,000. Costs would include wind protection measures such as berms, slatted fences or vegetation, or a combination of these measures, if possible.
- The FAA and ADOT&PF can work out an arrangement where grant funding invested in the South Naknek Airport does not need to be paid back or can be applied to the planned investments in the Bridge, which will provide access to the King Salmon Airport.
- South Naknek operating costs (\$19,806/year) and Naknek operating costs (\$16,962/year) continue to be paid until the Bridge is open.
- Addition of general aviation tie downs does not have measurable effect on operating costs at King Salmon.

**Table 32: Option B5: With Bridge
Bristol Bay Borough Operates Naknek and South Naknek Airports**

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$19,964,300	\$9,985,000	\$9,640,000
Naknek	\$ 29,962	\$ 9,683,000	\$6,320,000	\$4,944,000
South Naknek	\$ 19,806	\$ 2,260,000	\$1,000,000	\$ 650,000

Assumptions:

- Bristol Bay Borough operating costs will be comparable to the State of Alaska's current costs. Some costs could be higher while other costs could be lower.

**Table 33: Option B6: With Bridge
Close Naknek Airport and Borough Operates South Naknek Airport**

	Annual Operating Costs	Capital Costs 1 – 5 Years	Capital Costs 6-10 Years	Capital Costs 11-20 Years
King Salmon	\$737,088	\$21,334,300	\$9,985,000	\$9,640,000
Naknek	\$0	\$0	\$0	\$0
South Naknek	\$ 21,806	\$ 3,610,000	\$1,000,000	\$ 650,000

Assumptions:

- Naknek operating costs (\$16,962/year) continue to be paid until the Bridge is open.
- Additional tie down space is provided at the King Salmon and South Naknek Airports at a cost of \$1,400,000 for each airport. Costs would include wind protection measures such as berms, slatted fences or vegetation, or a combination of these measures, if possible.
- Additional maintenance and snow removal of general aviation tie downs and access taxiway adds \$2,000/year to the South Naknek operating costs when the Bridge is open.
- Addition of general aviation tie downs does not have measurable effect on operating costs at King Salmon.
- Bristol Bay Borough operating costs will be comparable to the State of Alaska's current costs. Some costs could be higher while other costs could be lower.

Bristol Bay Borough
Aviation System Inventory Draft
DOWL Engineers
August 12, 2003

Appendix A.1

REPORT ID: TLE4030R-1
RUN DATE: 05/27/03
RUN TIME: 13:29

STATE OF ALASKA DOT/PF CENTRAL REGION - LEASING SYSTEM
EXECUTED CONTRACTS
BY AIRPORT & CONTRACT NUMBER

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REGION - CENTRAL

CNUM	CUSTOMER NAME	TERM END	STATUS TYPE	PROPERTY	AIRPORT/FACIL.
00614	U.S. DEPARTMENT OF TRANSPORTATION, FAA AGREE: FEDERAL AVIATION ADMINISTRATION 2 REAL ESTATE AND UTILITIES BRANCH 222 WEST 7TH AVENUE #14 ANCHORAGE AK 99513-7587 (907)271-5933 MARY BODEN FAX: (907)271-5214	09/30/02 E	LF	BLOCK 0016 LOT 009 BLOCK 0016 LOT 013 BLOCK 0016 LOT 014	KING SALMON
01934	U.S. DEPARTMENT OF THE AIR FORCE AGREE: U.S. DEPARTMENT OF THE AIR FORCE 4 ALASKA DISTRICT, CORP. OF ENGR PO BOX 7002 ANCHORAGE AK 99510	03/15/27 E	PF	MISC: ADA01934	
01961	ALASCOM, INC. AGREE: AT&T GRE LEASE ADMINISTRATION 20 ROOM 5424A2, LEASE NO. AK0344R01 295 N. MAPLE AVENUE BASKING RIDGE NJ 07920 FAX: (908)630-1698	07/01/20 E	LL	BLOCK 0001 LOT 005 BLOCK 0001 LOT 007 BLOCK 0001 LOT 008 ITEM 031	
03011	PENINSULA AIRWAYS, INC. AGREE: PENINSULA AIRWAYS, INC. 10 6100 BOEING AVENUE ANCHORAGE AK 99502 (907)243-2485 FAX: (907)243-6848	02/01/07 E	LL	BLOCK 0001 LOT 001B	
03453	BRISTOL BAY BOROUGH AGREE: BRISTOL BAY BOROUGH 1 PO BOX 189 NAKNEK AK 99633 (907)246-4224	06/22/03 E	LF	ITEM 025	
03659	TRIDENT SEAFOODS CORPORATION AGREE: TRIDENT SEAFOODS CORPORATION 1 5303 SHILSHOLE AVENUE NW SEATTLE WA 98107	04/15/04 E	LL	BLOCK 0100 LOT 001	
03705	BRISTOL BAY CONTRACTORS, INC. AGREE: BRISTOL BAY CONTRACTORS, INC. 2 PO BOX 234 KING SALMON AK 99613	04/14/04 E	LL	BLOCK 0100 LOT 003	
03775	CHARLIE'S SPORT SHOP, INC. AGREE: CHARLIE'S SPORT SHOP, INC. 2 PO BOX 5 KING SALMON AK 99613 (907)246-3398	08/01/09 E	LL	BLOCK 0400 LOT 001 BLOCK 0700 LOT 001 BLOCK 0700 LOT 003A BLOCK 0700 LOT 004A	

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CNUM	CUSTOMER NAME	TERM END	STATUS	TYPE	PROPERTY	AIRPORT\FACIL.
03800	BRISTOL BAY TELEPHONE COOPERATIVE, INC. AGREE: BRISTOL BAY TELEPHONE 1 COOPERATIVE, INC. P.O. BOX 259 KING SALMON AK 99613 (907)246-3403	01/15/20	E	LL	BLOCK 0003 LOT 002B	KING SALMON
04225	KING AIR, INC. D/B/A KING FLYING SERVICE AGREE: KING AIR, INC. 1 D/B/A KING FLYING SERVICE P.O. BOX 26 NAKNEK, AK 99633 (907)246-4414	10/15/05	E	LL	BLOCK 0001 LOT 004	
04250	ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY AGREE: ALASKA INDUSTRIAL DEVELOPMENT 3 AND EXPORT AUTHORITY 813 W. NORTHERN LIGHTS BLVD ANCHORAGE AK 99503-2407 (907)269-3000 (888)300-8534 ALASKA TOLL FREE FAX: (907)269-3044	10/01/15	E	LL	BLOCK 0001 LOT 002B	
04640	DONNALLY, WILLIS L. D/B/A DONIGAL SURPLUS AGREE: WILLIS L. DONNALLY 1 D/B/A DONIGAL SURPLUS P.O. BOX 356 KING SALMON AK 99613 (907)246-1514 (907)246-1515 FAX: (907)246-3529	09/10/07	E	LL	BLOCK 0200 LOT 005B	
05524	U.S. DEPARTMENT OF TRANSPORTATION, FAA AGREE: FEDERAL AVIATION ADMINISTRATION 2 REAL ESTATE AND UTILITIES BRANCH 222 WEST 7TH AVENUE #14 ANCHORAGE AK 99513-7587 (907)271-5933 MARY BODEN FAX: (907)271-5214	09/30/03	E	LC	ITEM 028	
05894	U.S. DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE AGREE: U.S. DEPT. OF THE INTERIOR 25 FISH AND WILDLIFE SERVICE 1011 EAST TUDOR RD ANCHORAGE AK 99503	06/04/15	E	LL	BLOCK 0800 LOT 001	

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06124	BRISTOL BAY BOROUGH AGREE: BRISTOL BAY BOROUGH 1 PO BOX 189 NAKNEK AK 99633 (907)246-4224	05/01/42	E	PF	ITEM 008	KING SALMON
06129	CALICO REDD GENERAL PARTNERSHIP AGREE: CALICO REDD GENERAL PARTNERSHIP 2 UNIVERSAL MANAGEMENT 4048 LAUREL STREET, SUITE 304 ANCHORAGE AK 99508 (907)561-2310	01/29/42	E	RW	ITEM 037	
06284	BRISTOL BAY BOROUGH AGREE: BRISTOL BAY BOROUGH 1 PO BOX 189 NAKNEK AK 99633 (907)246-4224	06/30/03	E	LL	BLOCK 0050 LOT 002	
06308	SHAWBACK, LYNN AGREE: SHAWBACK, LYNN 1 BOX 312 KING SALMON AK 99613	08/20/13	E	LL	BLOCK 0800 LOT 004A	
06430	HIGDON, DAVID AGREE: HIGDON, DAVID 1 BOX 481 KING SALMON AK 99613	10/11/09	E	LL	BLOCK 0500 LOT 004A	
06431	CHARLIES SPORT SHOP AGREE: CHARLIES SPORT SHOP 2 PO BOX 5 KING SALMON AK 99613 (907)246-3398	09/28/04	E	LL	BLOCK 0200 LOT 001E	
06477	PENINSULA AIRWAYS, INC. AGREE: PENINSULA AIRWAYS, INC. 1 6100 BOEING AVENUE ANCHORAGE AK 99502 (907)243-2485 FAX: (907)243-6848	02/01/07	E	PR	PARCEL F	
06530	U.S. DEPARTMENT OF TRANSPORTATION, FAA AGREE: FEDERAL AVIATION ADMINISTRATION 2 REAL ESTATE AND UTILITIES BRANCH 222 WEST 7TH AVENUE #14 ANCHORAGE AK 99513-7587 (907)271-5933 MARY BODEN FAX: (907)271-5214	12/31/03	E	PF	MISC: FAA TANK REMOVAL SIT	

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CNUM	CUSTOMER NAME	TERM END	STATUS	TYPE	PROPERTY	AIRPORT/FACIL.
06584	EGLI AIR HAUL, INC. AGREE: EGLI AIR HAUL, INC. 1 P.O. BOX 169 KING SALMON AK 99613 (907)246-3554 FAX: (907)246-3654	12/10/05	E	LL	BLOCK 0800 LOT 002	KING SALMON
06678	U.S. DEPARTMENT OF COMMERCE, NOAA AGREE: DIAN STEWART 25 WASC/NOAA, WCA3 7600 SAND POINT WAY NE BIN C15700 SEATTLE WA 98115-0070	10/01/06	E	LF	ITEM 029	
06803	DIAMOND LODGE AGREE: DIAMOND LODGE 2 PO BOX 497 KING SALMON AK 99613	04/20/03 ATTN: HEIDI OR HANS WOLF PO BOX 497 KING SALMON AK 99613 (907)246-3011	E	LL	BLOCK 0300 LOT 007A	
07069	C & C AVIATION, INC. AGREE: C & C AVIATION, INC. 1 P.O. BOX 82 KING SALMON AK 99613 (907)246-6318	09/30/09	E	LL	BLOCK 0600 LOT 014B	
07075	WOOD, JACK B. DBA JACK WOOD GUIDE SERVICE AGREE: JACK B. WOOD 1 DBA JACK WOOD GUIDE SERVICE P.O. BOX 112 KING SALMON, AK 99613	09/30/04	E	LM	BLOCK 0600 LOT 006A	
07076	HARTLEY, INC. AGREE: HARTLEY, INC. 2 P.O. BOX 545 KING SALMON AK 99613 (907)246-3437 FAX: (907)246-3437	09/27/04	E	LL	BLOCK 0600 LOT 003A	
07078	HARTLEY, INC. AGREE: HARTLEY, INC. 2 P.O. BOX 545 KING SALMON AK 99613 (907)246-3437 FAX: (907)246-3437	09/27/04	E	LL	BLOCK 0600 LOT 001B	

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CNUM	CUSTOMER NAME	TERM END	STATUS	TYPE	PROPERTY	AIRPORT/FACIL.
07080	MARQUISS, WILMA G., MEARS, KENNETH, AND SCHROEDER, FRANCIS * 09/27/14 AGREE: WILMA MARQUISS, KENNETH MEARS, & CONTACT: WILMA MARQUISS, KENNETH MEARS, & 1 FRANCIS H. SCHROEDER P.O. BOX 514 KING SALMON AK 99613 (907)246-3331	E	LL	BLOCK 0600	LOT 012C	KING SALMON
07083	ARCADIA CORPORATION AGREE: ARCADIA CORPORATION 4 ATTN: PAUL KOVAL P.O. BOX 93010 ANCHORAGE AK 99509-3010	08/15/04 E	LL	BLOCK 0600	LOT 017B	
07085	MARVIN, ROBERT AGREE: ROBERT MARVIN 1 P.O. BOX 377 KING SALMON AK 99613 (907)246-3063	09/27/04 E	LM	BLOCK 0600	LOT 005	
07089	WILDERNESS NORTH, INC. AGREE: WILDERNESS NORTH, INC. 2 (MAY - SEPTEMBER) P.O. BOX 39 KING SALMON AK 99613 (907)439-3059 FAX: (907)439-3059	09/30/09 E	LL	BLOCK 0600	LOT 019B	
07109	HOLMAN, JOHN W. D/B/A NO SEE UM LODGE AND BOWERS, JOHN C. AGREE: JOHN W. HOLMAN 2 D/B/A/ NO SEE UM LODGE P.O. BOX 382 KING SALMON AK 99613 (907)439-3070 (6/1-10/1) (916)241-6204 (10/1-5/31)	05/30/04 E	LL	BLOCK 0600	LOT 021B	
07113	ALASKA'S ENCHANTED LAKE LODGE, INC. AGREE: ALASKA'S ENCHANTED LAKE 3 LODGE, INC. C/O GROOM AND CAVE, LLP 1570 THE ALAMEDA, #100 SAN JOSE, CA 95126 (408)286-3300	06/30/04 E	LL	BLOCK 0400	LOT 004B	
07148	FLYNN, THOMAS J. AGREE: THOMAS J. FLYNN 2 P.O. BOX 296 KING SALMON AK 99613 (907)246-3441	06/06/05 E	LL	BLOCK 0400	LOT 005B	

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CNUM	CUSTOMER NAME	TERM END	STATUS TYPE	PROPERTY	AIRPORT/FACIL.
07161	BRISTOL BAY CONTRACTORS, INC. AGREE: BRISTOL BAY CONTRACTORS, INC. 2 PO BOX 234 KING SALMON AK 99613	07/11/05 CONTACT: BRISTOL BAY CONTRACTORS, INC. 2 PO BOX 234 KING SALMON AK 99613	E LL	BLOCK 0300 LOT 002B	KING SALMON
07173	KATMAI AIR, LLC AGREE: KATMAI AIR, LLC 1 4125 AIRCRAFT DRIVE ANCHORAGE, AK 99502 (907)243-5448 FAX: (907)243-0649	06/30/12 CONTACT: KATMAI AIR, LLC 1 4125 AIRCRAFT DRIVE ANCHORAGE, AK 99502 (907)243-5448 FAX: (907)243-0649	E LL	BLOCK 0400 LOT 002B	
07198	FUNDEEN, JOHN T. AGREE: JOHN T. FUNDEEN 4 P.O. BOX 166 KING SALMON AK 99613 (907)246-3423	09/30/05 CONTACT: JOHN T. FUNDEEN 4 P.O. BOX 166 KING SALMON AK 99613 (907)246-3423	E LL	BLOCK 0400 LOT 006B	
07204	RATKOVICH, AARON AGREE: AARON RATKOVICH 1 1316 OLD TIMBER LANE HOFFMAN ESTATE, IL 60195 (847)991-6225	02/26/16 CONTACT: AARON RATKOVICH 1 1316 OLD TIMBER LANE HOFFMAN ESTATE, IL 60195 (847)991-6225	E LL	BLOCK 0600 LOT 015B	
07214	PAULL, KRISTOPHER W. AND SONIA N. AGREE: KRISTOPHER W. AND SONIA N. PAULL 1 P.O. BOX 190433 ANCHORAGE, AK 99519	02/01/11 CONTACT: KRISTOPHER W. AND SONIA N. PAULL 1 P.O. BOX 190433 ANCHORAGE, AK 99519	E LL	BLOCK 0600 LOT 011C	
07221	FUNDEEN'S MARINA, INC. AGREE: FUNDEEN'S MARINA, INC. 1 P.O. BOX 167 KING SALMON, AK 99613 (907)246-3491	12/31/05 CONTACT: FUNDEEN'S MARINA, INC. 1 P.O. BOX 167 KING SALMON, AK 99613 (907)246-3491	E LL	BLOCK 0300 LOT 006B	
07237	GCI COMMUNICATION CORPORATION AGREE: GCI COMMUNICATION CORPORATION 1 2550 DENALI STREET, SUITE 1000 ANCHORAGE AK 99503 (907)265-5650 FAX: (907)265-5673	05/06/16 CONTACT: GCI COMMUNICATION CORPORATION 1 2550 DENALI STREET, SUITE 1000 ANCHORAGE AK 99503 (907)265-5650 FAX: (907)265-5673	E LM	BLOCK 0018 LOT 003	
07253	U.S. DEPARTMENT OF THE AIR FORCE AGREE: U S DEPARTMENT OF THE AIR FORCE 20 ATTN: MOIRA DENNIS 611 CES/CECPR 6900 9TH STREET, ROOM 304 ELMENDORF AFB AK 99506-2270 (907)552-8757 FAX: (907)552-3248	04/30/06 CONTACT: U S DEPARTMENT OF THE AIR FORCE 20 ATTN: MOIRA DENNIS 611 CES/CECPR 6900 9TH STREET, ROOM 304 ELMENDORF AFB AK 99506-2270 (907)552-8757 FAX: (907)552-3248	E PF	MISC: AIRCRAFT LANDING ARE	

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CNUM	CUSTOMER NAME	TERM END	STATUS	TYPE	PROPERTY	AIRPORT\FACIL.
07302	ASPELUND, SR., ALVIN R. AGREE: ALVIN R. ASPELUND, SR. 1 BOX 143 NAKNEK AK 99633 (907)246-7688 FAX: (907)246-7688	09/04/11	E	LM	BLOCK 0600 LOT 007	KING SALMON
07321	KATMAI LODGE, LTD. AGREE: KATMAI LODGE, INC. 1 2825 90TH STREET S.E. EVERETT WA 98208 (206)337-0326 FAX: (206)337-0335	12/27/06	E	LL	BLOCK 0400 LOT 007B	
07364	CAMERON, ROBERT B. D/B/A KING SALMON GROUND SERVICE AGREE: ROBERT B. CAMERON 1 D/B/A KING SALMON GROUND SERVICE P.O. BOX 347 KING SALMON, AK 99613 (907)246-3498 FAX: (907)246-8356	04/14/07	E	LL	BLOCK 0100 LOT 002	
07371	LE CONTE, LLC AGREE: LE CONTE, LLC 1 6441 SOUTH AIRPARK, ANCHORAGE AK 99502	05/14/07	E	LL	BLOCK 0300 LOT 004B	
07425	U.S. DEPARTMENT OF THE AIR FORCE AGREE: U S DEPARTMENT OF THE AIR FORCE 19 611 CES/CC 6900 9TH STREET SUITE 360 ELMENDORF AFB AK 99506-2270 (907)552-8757 FAX: (907)552-3248	06/30/07	E	PF	ITEM 021 ITEM 022	
07482	SHAWBACK, BRIAN D. AGREE: BRIAN D. SHAWBACK 1 7000 TRAVIS CIRCLE ANCHORAGE, AK 99507	02/12/04	E	LM	BLOCK 0600 LOT 008A	
07521	MULDOON ROAD BAPTIST CHURCH AGREE: MULDOON ROAD BAPTIST CHURCH 1 382 MULDOON ROAD ANCHORAGE, AK 99504 (907)333-9558 FAX: (907)338-4842	06/30/03	E	LL	BLOCK 0050 LOT 001A	

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07547	PENINSULA AIRWAYS, INC. AGREE: PENINSULA AIRWAYS, INC. 10 6100 BOEING AVENUE ANCHORAGE AK 99502 (907)243-2485 FAX: (907)243-6848	06/30/03	E	FD		KING SALMON
	CONTACT: PENINSULA AIRWAYS, INC. 10 6100 BOEING AVENUE ANCHORAGE AK 99502 (907)243-2485 FAX: (907)243-6848					
07576	BRANHAM, LINDA D/B/A ROYAL WOLF LODGE AGREE: LINDA BRANHAM DBA 1 ROYAL WOLF LODGE P.O. BOX 191007 ANCHORAGE, AK 99519 (907)248-3256 FAX: (907)248-7077	10/12/05	E	LL	BLOCK 0500 LOT 003A	
	CONTACT: ROYAL WOLF LODGE 2 P.O. BOX 299 KING SALMON, AK 99613 (907)248-3256 FAX: (907)246-8685					
07583	U.S. DEPARTMENT OF TRANSPORTATION, FAA AGREE: FEDERAL AVIATION ADMINISTRATION 13 ATTN: MARY J. BODEN ATTN: AAL-59RE 222 WEST 7TH AVE, BOX 14 ANCHORAGE AK 99513-7587 (907)271-5933 FAX: (907)271-5214	09/30/18	E	LF	ITEM 023	
	CONTACT: FEDERAL AVIATION ADMINISTRATION 13 ATTN: MARY J. BODEN ATTN: AAL-59RE 222 WEST 7TH AVE, BOX 14 ANCHORAGE AK 99513-7587 (907)271-5933 FAX: (907)271-5214					
07605	U.S. DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS AGREE: U.S. DEPARTMENT OF THE ARMY, 2 CORPS OF ENGINEERS DISTRICT ENGINEER PO BOX 898 ANCHORAGE AK 99506-0898 (907)753-2854	02/16/04	E	RE	MISC: TEST WELLS	
	CONTACT: U.S. DEPARTMENT OF THE ARMY, 1 CORPS OF ENGINEERS ATTN: ROBERT WELCH PO BOX 898 ANCHORAGE AK 99506-0898 (907)753-2854					
07662	CKC FISHERIES PARTNERSHIP AGREE: CKC FISHERIES PARTNERSHIP 1 P.O. BOX 202801 ANCHORAGE AK 99520-2801 (907)272-1423	06/19/04	E	LL	BLOCK 0700 LOT 002	
	CONTACT: CKC FISHERIES PARTNERSHIP 1 P.O. BOX 202801 ANCHORAGE AK 99520-2801 (907)272-1423					
07703	BRISTOL BAY TELEPHONE COOPERATIVE, INC. AGREE: BRISTOL BAY TELEPHONE 1 COOPERATIVE, INC. P.O. BOX 259 KING SALMON AK 99613 (907)246-3403	01/31/05	E	LL	BLOCK 0003 LOT 004 FACILITY/BUILDING QUONSET	
	CONTACT: BRISTOL BAY TELEPHONE 1 COOPERATIVE, INC. P.O. BOX 259 KING SALMON AK 99613 (907)246-3403					

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07734	BRISTOL BAY CONTRACTORS, INC. AGREE: BRISTOL BAY CONTRACTORS, INC. 3 ATTN: LYNN SHAWBACK P.O. BOX 234 KING SALMON AK 99613 (907)246-3360 FAX: (907)246-6898	05/30/05 E	FD		KING SALMON
07792	BRISTOL BAY BOROUGH AGREE: BRISTOL BAY BOROUGH 1 PO BOX 189 NAKNEK AK 99633 (907)246-4224	08/31/05 E	PR	BLOCK 0500 LOT 005	
07896	EGLI AIR HAUL, INC. AGREE: EGLI AIR HAUL, INC. 1 P.O. BOX 169 KING SALMON AK 99613 (907)246-3554 FAX: (907)246-3654	09/30/06 E	PR	BLOCK 0800 LOT 003	
07923	KATMAI AIR, LLC AGREE: KATMAI AIR, LLC 1 4125 AIRCRAFT DRIVE ANCHORAGE, AK 99502 (907)243-5448 FAX: (907)243-0649	02/11/07 E	PM	BLOCK 0200 LOT 002D	
07928	BRISTOL BAY CONTRACTORS, INC. AGREE: BRISTOL BAY CONTRACTORS, INC. 2 PO BOX 234 KING SALMON AK 99613	12/31/07 E	CP	MISC: AIRPORT TAXI	
07943	EGLI AIR HAUL, INC. AGREE: EGLI AIR HAUL, INC. 1 P.O. BOX 169 KING SALMON AK 99613 (907)246-3554 FAX: (907)246-3654	06/15/07 E	FD		
07950	U.S. DEPARTMENT OF TRANSPORTATION, FAA AGREE: FEDERAL AVIATION ADMINISTRATION 15 ACQUISITION & REAL ESTATE BRANCH AAL-59RE 222 WEST 7TH AVENUE #14 ANCHORAGE AK 99513-7587 (907)271-5848 JAN GIRARD FAX: (907)271-5214	09/30/22 E	LF	ITEM 039	

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07990	ALASKA DEPARTMENT OF PUBLIC SAFETY, STATE TROOPERS AGREE: ALASKA DEPARTMENT OF PUBLIC SAFETY, STATE TROOPERS 8 SAFETY, STATE TROOPERS 5700 EAST TUDOR ROAD ANCHORAGE AK 99507 (907)269-5074 (907)561-1092 MIKE CRAVENS FAX: (907)269-5033	06/30/07 E	PR	BLOCK 0017 LOT 001	KING SALMON
07996	HARTLEY, INC. D/B/A BRANCH RIVER AIR AGREE: HARTLEY, INC. 1 D/B/A BRANCH RIVER AIR P.O. BOX 545 KING SALMON AK 99613 (907)248-3539 (WINTER) (907)246-3437 (SUMMER)	03/14/08 E	PR	BLOCK 0200 LOT 004B	

TOTAL CONTRACTS LISTED- 66

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TOTAL CONTRACTS LISTED-

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05937	U.S. DEPARTMENT OF TRANSPORTATION, FAA AGREE: FEDERAL AVIATION ADMINISTRATION 2 REAL ESTATE AND UTILITIES BRANCH 222 WEST 7TH AVENUE #14 ANCHORAGE AK 99513-7587 (907)271-5933 MARY BODEN FAX: (907)271-5214	09/30/05 E LC MISC: ADA05937	SOUTH NAKNEK
07987	BRISTOL BAY BOROUGH AGREE: BRISTOL BAY BOROUGH 1 PO BOX 189 NAKNEK AK 99633 (907)246-4224	01/12/08 E PR PARCEL A CONTACT: BRISTOL BAY BOROUGH 1 PO BOX 189 NAKNEK AK 99633 (907)246-4224	

TOTAL CONTRACTS LISTED- 2

Appendix A.2

New Project

Name of Project: NAKNEK Airport Improvements Phase 1

Region: C

Project ID #: 14199

PEB Score

Region Score: 151

Primary Sponsor: DOT&PF

Sponsor Contact: Village Council

BOROUGH: BRISTOL BAY BOROUGH

Phone #: (907) 246-4210

Population: 624

Enplanements: 1,176

Project Description: The Naknek Airport primary runway is 1950' x 50' and the crosswind runway is 1850' x 45'. A new 3200' x 60' primary runway will be constructed with 3680' x 120' safety area. The existing primary runway will become a taxiway. Two apron areas will be constructed with a total of 80 aircraft parking spaces. Wind protection measures for parked aircraft will be considered during design. MIRL system will be installed. Existing airport access road will be reconditioned. New access road will be constructed to apron/aviation support area. ROW will be acquired. Tibbets Field will be closed. SRE Building will be constructed. Scope is as outlined in the Naknek AMP.

Project Justification: Naknek Airport requires airport improvements due to facility deficiencies, potential airspace conflicts, and land status issues. The airport does not meet current FAA standards for aircraft presently utilizing the airport, nor the future projected fleet. Specific deficiencies include: (1) Inadequate runway length and width and safety area; (2) Lack of sufficient taxiway and aviation support areas; (3) Soft and rutted surfaces; (4) Inadequate apron; (5) Obstructions FAR Part 77; (6) Inadequate line of sight between runway 14/32, 8/26, and the waterlane; (7) Lighting system in poor condition; (8) Inadequate separation between Runway 14/32, the access road, and the parking areas for aircraft; (9) Buildings to the west and south of Runway 14/32 and Runway 8/26 do not meet separation distances required by FAA standards; (10) Air turbulence at the intersection of the two runways reduces the useable runway length; (11) Potential exists for airspace conflicts between Naknek Airport and Tibbets Field, a private strip immediately to the east, as well as between the Naknek Airport and waterlane; (12) The road into the current facility does not provide legal access to the airport as no ROW exists across private parcels; (13) The apron area is privately owned as well; (14) Access to a residence located north of the runway is currently obtained by crossing the end of both the primary runway and the crosswind runway. Project scope is as outlined in Naknek AMP and will address the above outlined deficiencies.

Land Status: Additional property will be required.

ALP Status: Will be updated as part of Naknek AMP.

Environmental: AMP EA nearing completion.

Design Status: As outlined in Naknek AMP.

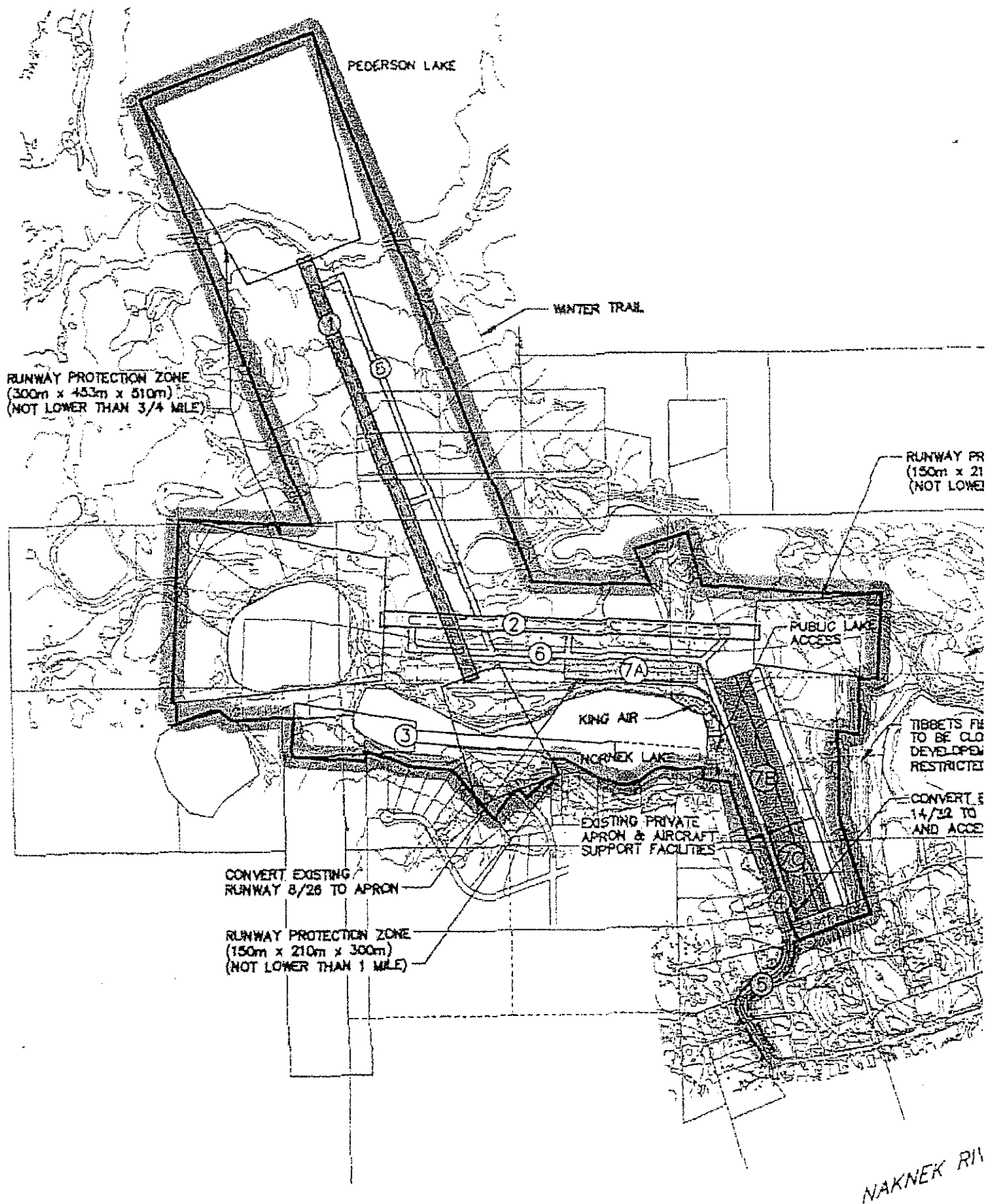
Total Federal Estimated Costs: \$12,390,000

Scores:

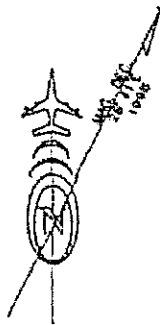
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
5	5	4	5	0	0	5	0	-5	0	5	3	5	3	5

Project Evaluation Criteria

- 1. Safety:** Project substantially increases safety. Naknek Airport is a Community Class airport with a primary runway length less than 2000' in length. The airport does not meet current FAA standards for aircraft presently utilizing the airport, nor the future projected fleet. Specific deficiencies include: (1) Inadequate runway length and width; (2) Lack of sufficient taxiway and aviation support areas; (3) Soft and rutted surfaces; (4) Inadequate apron and safety area; (5) Obstructions in both the primary and imaginary surface; (6) Inadequate line of sight between runway 14/32, 8/26, and the waterlane; (7) Lighting system in poor condition; (8) Inadequate separation between Runway 14/32, the access road, and the parking areas for aircraft; (9) Buildings to the west and south of Runway 14/32 and Runway 8/26 do not meet separation distances required by FAA standards; (10) Air turbulence at the intersection of the two runways reduces the useable runway length; (11) Potential airspace conflicts between Naknek Airport and Tibbets Field, a private strip immediately to the east, as well as between the existing Naknek airstrips and Nornak Lake float plane operations. [5]
- 2. Health and Quality of Life (Access to Basic Necessities):** Project provides a significant contribution to improved health and quality of life. Project will construct new primary runway at an airport where it is hazardous for current aircraft operations. It is significant that children from South Naknek are flown daily to attend high school. The Naknek AMP determined enplanement data reflected for the community is grossly under-reported; for example, the daily transport of school children alone would result in approximately 3,420 enplanements per year. [5]
- 3. Economic Benefits:** Project provides moderate identifiable, permanent economic opportunities and benefits regionally and locally. Expands aircraft apron currently experiencing sustained congestion that affects economy of the airport and community to a significant degree. Project will provide lease lots at a Community Class Airport where there is none, and provides taxiway access to an undeveloped lease area. There are currently no lease lots at the airport. Improvements will provide lease area along all apron frontage where practical. Naknek AMP shows the airport is busier than neighboring King Salmon Airport and popular Birchwood GA Airport, and has nearly half the operations of Fairbanks International Airport. Naknek AMP documents the airport has 53,500 operations per year. [4]
- 4. Community Support:** Naknek Native Village Resolution No. 00-28. [5]
- 5. Community M and O Contributions:** Local government assumes no new responsibilities/cost. [0]
- 6. Local Capital Contributions:** Local government provides no capital costs, contributes nothing. [0]
- 7. Maintenance and Operations:** Very high M&O priority. Project is needed to maintain and operate the airport in a safe manner. [5]
- 8. Security/Certification (Certified Airports Only):** Not a certificated airport. [0]
- 9. Aviation Alternatives:** Another public airport is < 30 miles distance by maintained road. [-5]
- 10. Community Transportation Alternatives:** All season road access to alternative airport. [0]
- 11. Runway Length:** 1995 Feet [5]
- 12. Runway Surface Condition:** Runway surface condition needs improvement. Existing runways are soft and rutted. [3]
- 13. Aviation Hazards:** Corrects significant hazards. Buildings are located too close to the runways within the safety area. This creates air turbulence at the intersection of the airport's two runways and reduces the useable runway lengths. Obstructions in Part 77 surfaces to include fuel facilities and hangars. No line of sight between runways or waterways. Aircraft currently parked along entire east side of Runway 14/32 and may be in safety area. Uncontrolled vehicular traffic on runways. Float aircraft departing Nornak Lake to East, cross airport at low altitude. [5]
- 14. Erosion/Flooding:** Project addresses problem needing attention. Current runway surfaces are soft and muddy, especially during spring breakup or heavy rains. Portions of the runways are prone to periodic erosion damage during these times. [3]
- 15. Other Factors Not Evaluated:** Road into current facility does not provide legal access and no ROW exists across private parcels; Apron area is privately owned; Access to a residence located north of the runway is currently obtained by crossing the end of both the primary runway and the crosswind runway. Project will address the above outlined deficiencies. [5]

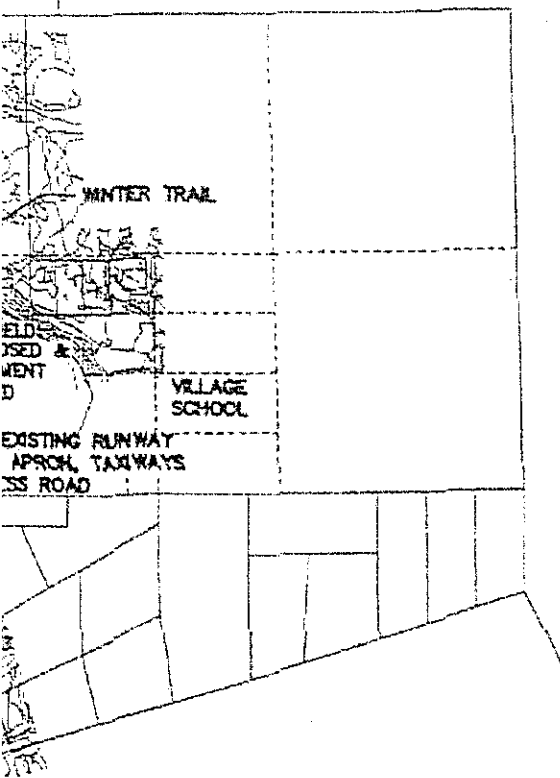


NOTE: FIGURE UTILIZES THE 1986 AOGT AIRPORT PROPERTY PLAN

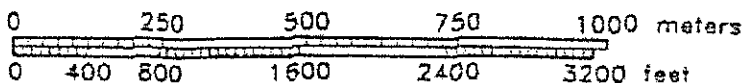


- ① PRIMARY RUNWAY: 159° ORIENTATION (STATE PLANE COORDINATES). 975m x 18m (3200' x 60') RUNWAY W/ 1119m x 36m (3680' x 120') SAFETY AREA
- ② CROSS WIND RUNWAY: 92° ORIENTATION (STATE PLANE COORDINATES). 780m x 18m (2560' x 60') RUNWAY W/ 924m x 36m (3031' x 98') SAFETY AREA
- ③ 690m x 30m WATERLANE W/ DISPLACED THRESHOLD, WEST APPROACH & DEPARTURE ONLY
- ④ EXISTING AIRPORT ACCESS ROAD
- ⑤ OBTAIN LEGAL ACCESS ON EXISTING ROAD
- ⑥ PARALLEL TAXIWAY
- ⑦ APRON AND AVIATION SUPPORT AREAS

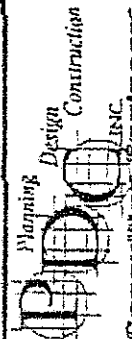
PROTECTION ZONE
10m x 300m)
(LESS THAN 1 MILE)



Project ID# 14199 Naknek Airport Improvements Phase 1



SCALE: 1 CENTIMETER = 125 METERS



ALTERNATIVE 4A OPTION 1
WITH APRON AND ACCESS ROAD OPTIONS
NAKNEK AIRPORT ENVIRONMENTAL ASSESSMENT
NAKNEK, ALASKA

DESIGN: FMI
DRAWING: CFP
CHECK: DFC

OCT 2000
PROJ. No.
97107E

FIGURE

3

New Project

Name of Project: SOUTH NAKNEK Airport Runway, Taxiway and Apron Resurf Region: C

Project ID #: 13779 PEB Score 85 Region Score: 108

Primary Sponsor: DOT&PF Sponsor Contact: Village Council

BOROUGH: BRISTOL BAY BOROUGH Phone #: (907) 246-8614

Population: 132 Enplanements: 1,176

Project Description: Resurface with 9" of new gravel the runway, taxiway and apron. Limited erosion control measures may be required at low areas where ponding and surface erosion is present.

Project Justification: Both the main and crosswind runways, taxiway and apron have experienced areas of settling since construction in 1997. Surface conditions are also very soft during periods of extended rain and breakup. Ponding and surface erosion is present in low areas. Problems are beyond what can be addressed by Maintenance and Operations.

Land Status: No additional land required. **ALP Status:** FAA approved Jul 96

Environmental: Categorical Exclusion likely. **Design Status:** Not scheduled pending inclusion in the spending plan.

Total Federal Estimated Costs: \$2,200,000

Scores:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
3	3	1	5	0	0	5	0	0	4	0	3	0	3	2

Project Evaluation Criteria

- 1. Safety:** Project will address moderate airport safety deficiency. Both the main and crosswind runways, taxiway and apron have experienced areas of settling since construction. Surface conditions are very soft during periods of extended rain and breakup. Ponding and surface erosion is present in low areas. [3]
- 2. Health and Quality of Life (Access to Basic Necessities):** Project provides a moderate contribution to improved health and quality of life by improving runway surfaces at an airport in a community that is not on the contiguous road system and is heavily reliant on the airport for its transportation needs. A notable example is the daily flights of children during the school year to and from the airport. It was determined in the Naknek AMP that enplanement data for the South Naknek Airport was grossly under-reported; for example, the daily transport of school children alone would result in approximately 3,420 enplanements per year. Flights at the airport also support other passenger traffic, medical evacuation, mail and cargo distribution. [3]
- 3. Economic Benefits:** Project provides moderate identifiable, permanent economic opportunities and benefits locally. Runway surface conditions during periods of seasonal inclement weather precludes use of the full runway lengths. This situation has a detrimental impact on the local economy by restricting or precluding larger cargo type aircraft from utilizing the airport. [1]
- 4. Community Support:** South Naknek Village Council Resolution No. 2000-17. [5]
- 5. Community M and O Contributions:** Local government assumes no new responsibilities/cost. [0]
- 6. Local Capital Contributions:** Local government provides no capital costs; contributes nothing. [0]
- 7. Maintenance and Operations:** Very high M&O priority. Project is needed to maintain and operate the airport in a safe manner. [5]
- 8. Security/Certification (Certified Airports Only):** Not a certificated airport. [0]
- 9. Aviation Alternatives:** No access to other public aviation facilities. [0]
- 10. Community Transportation Alternatives:** Less frequent than monthly barge service. [4]
- 11. Runway Length:** 3200 Feet [0]
- 12. Runway Surface Condition:** Runway surface condition needs improvement. Both the main and crosswind runways, taxiway and apron have experienced areas of settling since construction. Surface conditions are very soft during periods of extended rain and breakup. Ponding and surface erosion is present in low areas. [3]
- 13. Avigation Hazards:** Maintains Status Quo. [0]
- 14. Erosion/Flooding:** Addresses problem needing attention. Main and crosswind runways, taxiway and apron have experienced settling since construction. Surface conditions are very soft during periods of extended rain and breakup. Ponding and surface erosion is present in low areas. [3]
- 15. Other Factors Not Evaluated:** Improvements required to address the airport's runway settling and erosion problems is beyond what can adequately be addressed through maintenance activities in the foreseeable future. [2]

Replacement Project

Name of Project: KING SALMON Airport Improvements AMP (Near Term) Region: C

Project ID #: 5555 PEB Score 79 Region Score: 133

Primary Sponsor: DOT&PF Sponsor Contact: Bristol Bay Borough

BOROUGH: BRISTOL BAY BOROUGH Phone #: (907) 246-4224

Population: 499 Enplanements: 48,743

Project Description: Project can be scheduled in stages: STAGE 1 - (1) Construct a new Parallel TW 11/29 to East Apron 50' wide, w/ SA 120' wide, w/ Medium Intensity Taxiway Lights (MITL) and Markings. (2) Construct new 140,000 SF apron space adjacent to Terminal Apron. (3) Install four new wind socks. (4) Stripe appropriate location for helipad. (5) Purchase necessary land for RPZ 11/29. (6) Construct adequate blast pad for RW 11 (300' x 150'). (7) Restripe apron for designated transient jet parking designated spots. (8) Install lighting for TW N, East Apron TW. (9) Survey and remove necessary obstructions and update Obstruction Chart. (10) Construct new 40,000 SF vehicle parking area at Terminal Apron. (11) Relocate and Reconstruct Airport Access Road (Main Street) to the south. (12) Pave existing long term parking. STAGE 2 - Construct full 500' x 10,015' SA on RW 11/29. STAGE 1 estimated cost is \$10,140,000. STAGE 2 estimated cost is \$10,000,000.

Project Justification: Project replaces previously evaluated King Salmon Parallel Taxiway Construction project. It contains work recommended for near term development (0 to 5 years) in the King Salmon AMP. STAGE 1 - (1) Existing taxiway system is lacking a parallel taxiway to RW 11/29. Aircraft are often forced to back taxi on the runway. (2) Apron parking space is not adequate for current and projected passenger/cargo, air carrier/air taxi and general aviation aircraft. 140,000 square foot terminal apron expansion is warranted in near term to satisfy demand and to improve efficiency/utilization. (3) Installation of Wind Socks at each end of each runway are needed Landing Aid improvements. (4) At present there is no designated takeoff and landing area for helicopter operations at the airport. Helicopters must land and take off from the GA Apron. (5) Purchase of land for RPZ 11/29 will ensure capability for removal of obstructions, as defined by FAR Part 77. (6) Insufficient blast pad currently exists for Runway 11/29. (7) Restripe of apron for designated transient jet parking will help alleviate jet blast problems and an undesirable mix of large air carrier jet and small GA aircraft parking in close proximity. (8) Installation of lighting on TW N and East Apron TW will enhance safety and efficiency of operations. (9) There are numerous penetrations to the FAR Part 77 approach and transitional surfaces. A detailed survey of obstructions should be conducted in order to update the Obstruction Chart and for subsequent removal of obstructions as appropriate. (10) Vehicle parking space is deficient at the airport. Construct new 40,000 SF vehicle parking area at Terminal Apron will address this problem. (11) Existing Airport Access Road (Main Street) should be realigned to the south to provide additional short-term automobile parking adjacent to the terminal buildings and to provide for better ingress and egress from parking areas. (12) Long term vehicle parking space is currently gravel and turns into a quagmire during periods of extended inclement weather. Paving will address this problem. STAGE 2 - Designated RW 11/29 SA is below length/width standards.

Land Status: Land acquisition may be required. **ALP Status:** FAA approved 3/26/91.

Environmental: Categorical Exclusion likely. **Design Status:** To be determined.

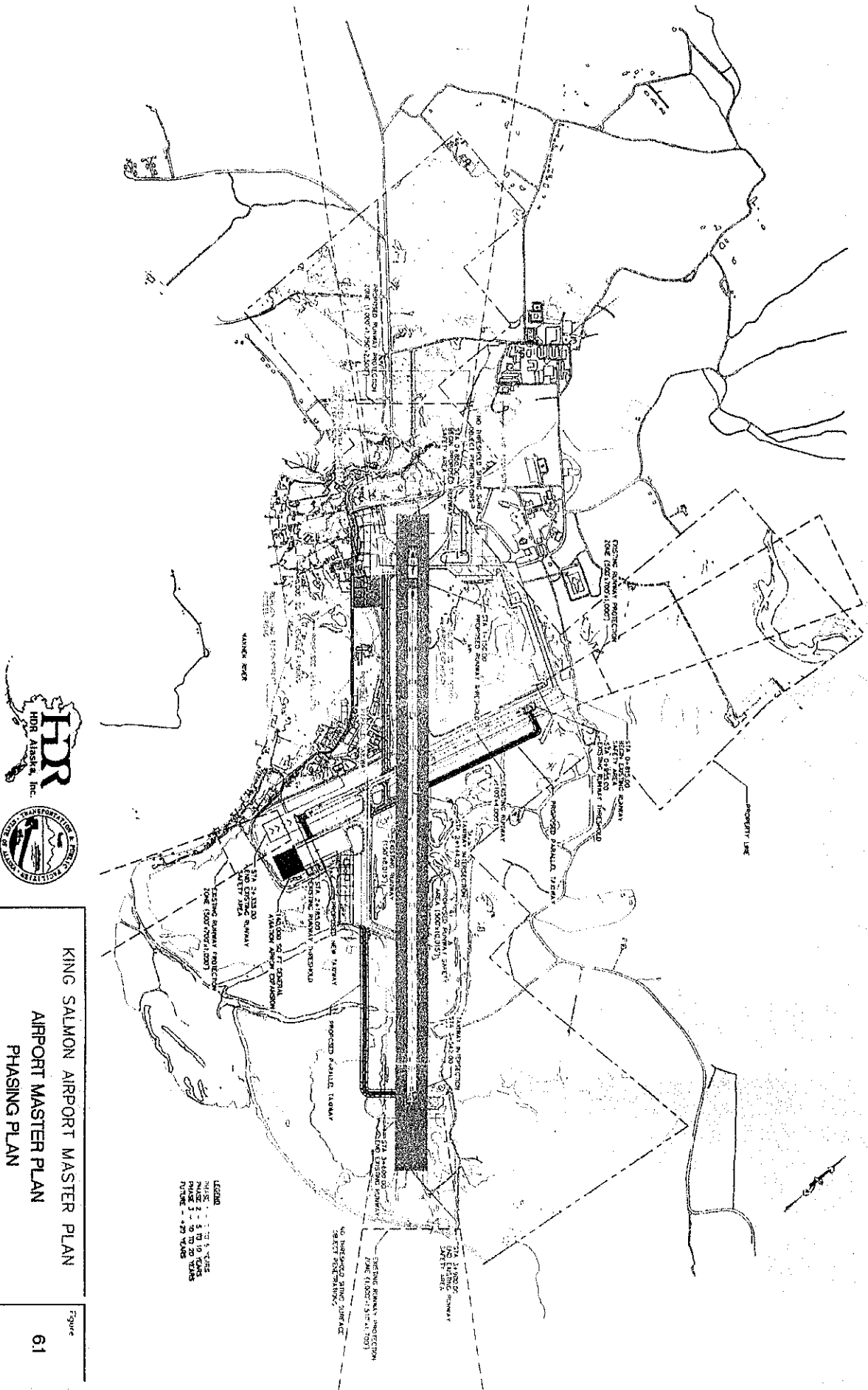
Total Federal Estimated Costs: \$20,140,000

Scores:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
5	3	4	5	0	0	5	4	0	4	0	0	5	0	5

Project Evaluation Criteria

- 1. Safety:** Project substantially increases safety. Existing taxiway system lacks a parallel taxiway to RW 11/29, often forcing aircraft to back taxi on the runway. Obstructions create a severe hazard to aircraft operations. There are numerous penetrations to the FAR Part 77 approach and transitional surfaces, to include trees, bushes, poles, towers, and antennas on top of buildings. Apron space is often congested to the extent a safety problem is created. At present there is no designated takeoff and landing for helicopter operations. They must land and take off from the GA Apron. [5]
- 2. Health and Quality of Life (Access to Basic Necessities):** Provides a moderate contribution to improved health and quality of life. Expands an apron to accommodate aircraft currently using an airport experiencing sustained apron congestion. This project will make the airport more efficient. King Salmon Airport is heavily used as a hub/transfer airport by many outlying villages and charter operators. A more efficient airport will be a substantial contribution to the health and quality of life for King Salmon and all Bristol Bay regional residents. [3]
- 3. Economic Benefits:** Provides moderate identifiable, permanent economic opportunities and benefits regionally and locally. Expands lease lots at a Regional Class airport that has minimal vacant airside accessible lease lots and has a documented projected need for such property within 2 years. The new taxiway and realignment of Airport Access Road (Main Street) to the south will facilitate development of additional lease lots, with spin-off opportunity of new business development and increased commerce. [4]
- 4. Community Support:** Bristol Bay Borough Resolution No. 2001-15 and project is recommended in the near term development phase of the King Salmon AMP. [5]
- 5. Community M and O Contributions:** Local government assumes no new responsibilities/cost. [0]
- 6. Local Capital Contributions:** Local community provides no capital cost. [0]
- 7. Maintenance and Operations:** Very high M&O priority. Project is needed to maintain and operate the airport in a safe manner. Existing taxiway system lacks a parallel taxiway to RW 11/29, often forcing aircraft to back taxi on the runway. There are numerous penetrations to the FAR Part 77 approach and transitional surfaces, to include trees, bushes, poles, towers, and antennas on top of buildings. Apron space is often congested to extent a safety and operational problem is created. [5]
- 8. Security/Certification (Certified Airports Only):** Enhances operations beyond minimums. FAA concerned with RW incursions and back taxing on the RW. Obstruction Chart no longer updated by NOAA and is required by FAR Part 139. [4]
- 9. Aviation Alternatives:** No aviation alternative available to the large certificated aircraft such as the B-737-200C and B-737-400 that frequently serve King Salmon. [0]
- 10. Community Transportation Alternatives:** Less frequent than monthly service. [4]
- 11. Runway Length:** 8500 Feet [0]
- 12. Runway Surface Condition:** Not applicable. [0]
- 13. Avigation Hazards:** Corrects significant hazards. There are trees, bushes, poles, towers, and antennas on top of buildings in the approach and transitional surfaces. Survey and removal of necessary obstructions and update Obstruction Chart will address this problem. Construction of a new Parallel TW 11/29 to East Apron will reduce need for aircraft to back taxi on runway, significantly reducing hazard posed to aircraft on near approach or landing. There is no designated takeoff and landing for helicopter operations. Helicopters must land and take off from GA Apron. Designation of an appropriate helipad location will assist in segregating helicopter and fixed-wing operations. [5]
- 14. Erosion/Flooding:** Maintains Status Quo. [0]
- 15. Other Factors Not Evaluated:** The Bristol Bay Commercial Fishery Industry has had extremely low salmon runs and low salmon prices for repetitive years. Bristol Bay Native Association states in a current draft Declaration of Disaster that "many individuals in the disaster area will require assistance to secure basic necessities such as food, essential utilities, and heating fuel. Many families are at extreme risk because of the impact of the commercial fisheries failure. The severity and magnitude of the emergency is beyond the effective response capabilities and additional assistance is necessary." This project offers the opportunity of some positive economic stimulus/benefits for the area. [5]



KING SALMON AIRPORT MASTER PLAN
 AIRPORT MASTER PLAN
 PHASING PLAN

Figure
 6.1

Appendix A.3

ASSURANCES

Airport Sponsors

General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - FloodPlain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
- n. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
 - b. A-128 - Audits of State and Local Governments.
- ¹ These laws do not apply to airport planning sponsors.
² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

- 3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

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undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
 12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Recordkeeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make its airport available as an airport for public use on reasonable terms and without unjust discrimination, to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport.

- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as

an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

- 24. Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

- 27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- 28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
- 29. Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the

following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons

as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

ASSURANCES

Planning Agency Sponsors

A. General

1. These assurances shall be complied with in the performance of grant agreements for integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. A sponsor is a planning agency designated by the Secretary of Transportation which is authorized by the State or States or political subdivisions concerned to engage in areawide planning.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor assures and certifies, in respect to this grant, that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation.

- a. Title 49 U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- e. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- f. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- g. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- h. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372- Intergovernmental Review of Federal Programs

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- d. 49 CFR Part 20 - New restrictions on lobbying.
- e. 49 CFR Part 21 - Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- f. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- g. 49 CFR Part 29 - Government-wide debarment and suspension (non-procurement) and government-wide requirements for drug-free workplace (grants).
- h. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S.

Office of Management and Budget Circulars.

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated in reference in the grant agreement.

2. **Responsibility and Authority of the Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
4. **Preserving Rights and Powers.** It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary.
5. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.
6. **Accounting System, Audit, and Recordkeeping Requirement.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with The Single Audit Act of 1984.
 - b. It shall make available to the Secretary and Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by the recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
7. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under

this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
- 8. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.
 - 9. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program.
 - 10. **Engineering and Design Services.** It will award each contract, or sub-contract for planning studies, feasibility studies, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
 - 11. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
 - 12. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

ASSURANCES
Nonairport Sponsors Undertaking Noise Compatibility Program Projects

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions, and assurances, of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed under the project, but in any event not to exceed twenty (20) years from the date of the acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:
Federal Legislation.
 - a. Title 49, U.S.C., subtitle VII, as amended.
 - b. Davis-Bacon Act - 40 U.S.C. 276(a). et seq.
 - c. Federal Fair Labor Standards Act - 29 U.S.C. 201 et seq.
 - d. Hatch Act - 5 U.S.C. 1501, et seq.
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.
 - f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 - 469 through 469c.
 - h. Native American Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
 - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
 - n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
 - o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
 - p. American Indian Religious Freedom Act, P.L. 95-341,
 - q. Architectural Barriers Act of 1968 - U.S.C. 4151, et seq.
 - r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C. 8373.
 - s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
 - t. Copeland Antikickback Act - 18 U.S.C. 874.
 - u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - FloodPlain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction.
- g. 41 CFR Part 60 - Office of Federal contract compliance programs, equal employment opportunity, Department of Labor (Federal and federally-assisted contracting requirements).
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI to the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation of minority business enterprise in Department of Transportation programs.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition regulation for Federal and federally assisted programs.
- m. 49 CFR Part 27 - Non-Discrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.
- n. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- o. 49 CFR Part 30 - Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. **Responsibility and Authority of the Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including

all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**
 - a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 - b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.
4. **Good Title.** For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
5. **Preserving Rights and Powers.**
 - a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.
 - d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that

such an agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
8. **Accounting System, Audit, and Recordkeeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records should be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General no later than six (6) months following the close of the fiscal year for which the audit was conducted.
9. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
10. **Veteran's Preference.** It shall include, in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 47117 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
11. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
12. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. **Operation and Maintenance.** It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
14. **Hazard Prevention.** It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.
15. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
16. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
17. **Civil Rights.** It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
18. **Engineering and Design Services.** It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
19. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
20. **Disposal of Land.**
 - a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 21. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.